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The Solicitors' Journal.

LONDON, DECEMBER 24, 1870.

THE JURY ACT is producing one effect certainly not contemplated by its authors, that of sending numerous causes from the superior courts to the county courts for trial, after issue joined. By 19 & 20 Vict. c. 108, s. 26, either party in an action on contract in a superior court can obtain an order of a judge to try in a county court if the claim does not exceed £50. Hence a plaintiff can join issue as soon as the defendant has pleaded, and instead of paying the £3 required by the Jury Act rules to be paid on setting down a case for trial, he removes to a county court, obtains his judgment there (with a jury, if he pleases, at a cost of 5s.), and saves the £3. The result is certified to the superior court, and the judgment may then be enforced, perhaps before the case could have been tried in the ordinary course. This proceeding was of course well known and occasionally resorted to before the Jury Act rules were made, but the £3 fee is acting as a strong stimulus to its adoption.

WE LEARN, from a letter written by a juryman to the *Times* on Wednesday last, that the authorities in the City have provided only one panel of common jurors for the whole of these sittings. In our remarks on the Act we pointed out that if this was done the jurors would have a new grievance quite as great as their old ones, and from the letter in question it seem that the jurors think so too. It is, however, unfair to blame the new Act for this. It is badly drawn enough in many respects, but it is quite clear that this case is provided for, and if proper regulations were made under the Act no juror need attend for more than say three days together, unless, of course, he was unfortunate enough to enter upon a long cause not finished at the rising of the Court on the third day, when he would otherwise be released. In that case of course he must attend till the case was finished.

THE MANNER IN WHICH THE Court of Queen's Bench exercises its superintending jurisdiction over inferior tribunals is a matter the importance of which cannot be exaggerated; and we believe that it is to the scrupulous exactness with which the Court has compelled adherence to the first principles of justice that the high reputationof the English magistracy is in a great measure due. Any decision, therefore, which may tend to encourage a laxer practice amongst them is to be regretted.

In *Chamberlayne*, *appellant*, v. *Bennett*, *respondent*, it was sought the other day to bring up an affiliation order on *certiorari* under the following circumstances:—The respondent was a young woman in the service of the appellant, a farmer, living with his mother and brother. She applied for an affiliation order against him before three magistrates, of whom a Mr. Haggard was one; and it appeared that her father was a labourer on Mr. Haggard's estate. The appellant was represented by an attorney, and from his cross-examination it became manifest to the magistrates that the line of defence would be that the appellant's brother had been intimate with the respondent as well, and that from certain dates the child must have been that of the brother, who was to be called as a witness, and not of the appellant. The woman was not professionally represented, and the magistrates adjourned the hearing to allow her an opportunity of securing an attorney to cross-examine the appellant's witnesses. At the adjourned hearing she was represented by an attorney, and the magistrates made the order by a majority of two to one—Mr. Haggard being one of the majority. It appeared that between the two hearings Mr. Haggard had himself written to retain an attorney for her, and had got up, and himself headed, a subscription to defray the expenses of conducting her case. These were the facts of the case, as we may put out of the question the allegations of the affidavits on the one side, that Mr. Haggard acted rather as an advocate than as a judge, and those on the other that he acted with strict impartiality, as eliminating each other—indeed it was admitted from the first that the magistrate's motives were pure and good. Ought then the order to be brought up to be quashed? The Court held it should not, because, apparently, of the excellence of Mr. Haggard's motives. It is possible that if the case had been brought before the Court some years ago, the decision might have been the other way. It is necessary, not only that justice should be purely administered, but also that those amongst whom it is administered should believe that it is so. The magistrate must not only be just, but he must be above the suspicion of injustice; his conduct must not only be impartial, but such that no reasonably-minded man could think it otherwise. Lord Cottenham was, of course, perfectly impartial in *Dimes* v. *The Grand Junction Canal Company* (3 H. L. 759), and yet his decree was reversed because he might seem to have an interest in the cause. Surely in this case, going round with a subscription list for the daughter of a labourer near his own lodge gates, afforded evidence well calculated to destroy the belief of the neighbourhood in the magistrate's indifference in the particular case. Besides, however just a man may be, it is difficult to believe he could do what was done here without imparting some unconscious bias to his mind. Lord Chief Justice Cockburn suggested that a judge asking an attorney to instruct counsel to defend a prisoner before him, and paying the attorney for so doing, was an analogous case. But, in the first place, such a case has never occurred, because the request is always made to the bar, whose services under such circumstances are always gratuitous. Still, supposing the case put by the Chief Justice were unchallenged practice, instead of being unknown, the parallel does not hold. For instance, among other reasons, the judge, so far as decision goes, would have to decide only colourless questions of law on the trial, which it would be the magistrate's duty to decide on the controverted facts constituting the merits of the case. Moreover, the judge would only act in the way suggested, if at all, in a criminal case, and probably is *favorem vitæ*, while bastardy proceedings are of a civil nature. Would it not be a good ground of challenge to a juryman if he had done what the magistrate did here? And what would Lord Campbell have said to it, who in *Dimes* v. *Grand Junction Canal*, hoped that the reversal of the Lord Chancellor's decree "would be a lesson to all inferior tribunals to take care, not only in their decrees they are not influenced by their personal interest, *but to avoid the appearance of labouring under such an influence*."

We are not to be understood as saying that the decision of the Queen's Bench was wrong in law. The law on such points is old common law, not statutory, and the Court probably were right in considering that the magistrate had not any "valuable interest"—if we may coin a phrase by using the word "valuable" in the same sense in which it is coupled with "consideration." But in such a matter the question whether or no the magistrate should

sit is rather one of good taste and common sense than of law; and though, so far as we can judge, this gentleman seems to have acted from strictly benevolent motives, he had much better have abstained from taking part in the decision. He would probably say, in answer to such a remark, that in subscribing and getting up a subscription to pay for an advocate for the applicant—his intention was simply that the case should be properly represented *quantum valeat*, so that right or wrong, its merits or demerits might be fairly before the Court. The reply to anything of this kind is simply that, as we just now said, it is absolutely necessary that judges should not only be impartial, but be believed to be so. We have dwelt thus lengthily on this matter because, though a matter of common sense and good feeling rather than of law, it is one of very great practical importance.

THE FOLLOWING may, perhaps, be of importance to some of our readers:—

The Clerks of Records and Writs, finding it is the frequent practice to use for bills, answers and the other pleadings and documents specified in Gen. Ord. IX. and in Rules 1 and 16 of the 6th of March, 1860, and in the Order of the 26th of April, 1869, paper inferior in quality to that required by those Orders, have given notice that after the 1st of January, 1871, no documents of the above description will be received for filing, if the paper on which the same shall be printed or written is deficient in weight or in any of the particulars specified in the Order. The notice is printed in another column, and reference is made to *Harvey* v. *Bradley* (10 W. R. 705).

THE COUNCIL OF LAW REPORTING in Ireland seem not to have found their undertaking successful. We learn that the staff has been dissolved with the view of re-organising the arrangements. Members of the Bar have been invited to send in their applications for employment as reporters and editor, the present editor, Mr. Woodlock, having resigned. The council purpose discontinuing for the present reports from Landed Estates, Probate, Bankruptcy, and Admiralty Courts. They announce also that they will not guarantee the payment of any of the salaries, should there be a deficiency in funds, in which case all salaries are to abate proportionately.

THE LUXEMBURG GUARANTEE.

There are two distinct treaties affecting this question, a circumstance to which sufficient attention has not been paid in the course of the present controversy. The first of these is the Treaty of 1839, by which Belgium was severed from Holland, and declared an independent neutral State, under the guarantee of the great powers. By the same treaty a portion of the Duchy of Luxemburg was assigned to the newly-formed kingdom, and the remainder was, in some sense or other, guaranteed by the great Powers, including England, to the Grand Duke—that is to say, the King of Holland. The extent of this obligation may possibly be in dispute, but to this point we shall return hereafter. Meanwhile, it is important to observe that the Treaty of 1839 in no way touched the *neutrality* of Luxemburg. It extended only to the possession of the sovereignty of Luxemburg by the Grand Duke, and his successors. The second treaty in question is the Treaty of London, concluded a few years ago under the auspices of the present Lord Derby. This treaty went a step beyond that of 1839. It declared Luxemburg a neutral State, and placed its neutrality under the "collective guarantee" of the great powers. It is from this collective guarantee that Prussia has just declared her secession. At present the Luxemburg question appears to touch only the second treaty—the treaty of neutrality. But should Germany proceed further, and attempt to annex Luxemburg to herself, the first treaty, that of 1839, would come into question.

Let us, then, consider how far we are bound by these treaties respectively. And first, as to the Treaty of 1839. By this treaty we are bound to uphold at all hazards, whether with or without continental allies, the sovereign rights of the King of Holland over Luxemburg. This position was distinctly laid down by the late, and by the present, Lord Derby, and by Lord Clarendon, in the debates which took place in 1867 on the subject of the Treaty of London. The same view was also apparently assented to by England, Prussia, and the other great powers in the conferences preliminary to the conclusion of that treaty in 1867 (see the protocols of these conferences published by the English Government at the time, p. 6). It is true that this view of the Treaty of 1839 was opposed by Professor Bernard in the course of the discussions which took place in 1867, *apropos* of the Treaty of London. Professor Bernard considered that this portion of the Treaty of 1839 was what is technically termed a boundary convention, and was, therefore, of a transitory nature. Indeed, he contended that it had already almost, if not altogether, lost its force. But Professor Bernard's view of the subject is opposed to great authority, and appears hardly tenable, especially in the face of the distinct recognition of the continuing obligation of the treaty made in the conferences in 1867, as above mentioned. We may therefore assume that we are bound to uphold the sovereignty of the King of Holland over Luxemburg. But this obligation is an obligation to the King of Holland only. If, therefore, the King of Holland were voluntarily to sell or otherwise part with his sovereignty over Luxemburg, as has been suggested, our obligation with regard to the duchy would cease, at least, in a strictly legal point of view. Nor does the Treaty of 1839 necessarily oblige us to forbid a temporary occupation of the territory by Germany, for military purposes, as distinct from permanent annexation.

This, then, being our position under the Treaty of 1839, let us pass on to the Treaty of London in 1867. This treaty placed Luxemburg under the "collective guarantee" of the contracting powers, including England. The dispute here turns on the meaning of the term "collective guarantee." The question was discussed both in Parliament and out of it, immediately after the conclusion of the treaty. It was laid down on the part of the then Government that the term "collective guarantee" has in international law a precise and definite meaning, similar to that which an English lawyer attaches to a joint covenant. Therefore in the event of a breach of the agreement by any one of the parties to it, it would cease to be binding upon the rest. This is, in fact, the case which has arisen. Prussia has withdrawn from her engagements in this respect. It must be assumed for the purpose of the argument that she has done so without sufficient cause. Nevertheless, according to the view above stated, we are free from our obligations. This view was supported at the time, not only by the present Lord Derby, the author of the treaty itself, but by his late father, and by Lord Clarendon. The contrary contention is that the obligation contained in the treaty is joint and several, and therefore that, in the event of a violation of the neutrality of the duchy, England is bound, even though alone, to maintain that neutrality. It is somewhat amusing to observe that this latter contention was maintained at the time, not only by Lord Russell and Professor Bernard, but by Lord Granville, who now appears disposed to shelter himself and his country under the plea which he then condemned. It should be observed, however, that the former, or the less strict, interpretation of the treaty was openly put forward at the time, by the Government of the day, as the sense in which England understood the obligation into which she had entered; and that none of the other contracting parties protested at the time against this declaration. We may therefore, perhaps, come to the conclusion that although we are bound, if called upon, to resist the *annexation* of the Duchy, we are not in strictness bound at all hazards to oppose every violation of its neutrality.

THE NEW ACTION.

It is a long time since any new kind of action has been introduced into our law by judicial decision, and the suggestion lately made by Kelly, C.B., in *Frost* v. *Knight* (19 W. R. 77), that an action of tort might be maintainable for the renunciation of a contract before the arrival of the time for its performance, will doubtless attract a good deal of attention. In *Frost* v. *Knight* the defendant promised to marry the plaintiff as soon as his father died. Afterwards, during his father's lifetime, the defendant refused to be any longer bound by his promise, and renounced his engagement so far as it was possible for him to do so. The plaintiff then commenced an action, the defendant's father being still alive, for breach of the defendant's contract. It seemed that this action would lie on the principle established in *Hochster* v. *De la Tour* (1 W. R. 469), and other similar cases which have decided that a promise to do an act at a future time is broken by a declaration to the promisee that the promise will be broken. The majority of the Court of Exchequer—Kelly, C.B., and Channell, B.—held that they were bound by these decisions, but refused to apply the principle to a breach of promise to marry. The chief reason stated for drawing this distinction being the impossibility of fixing any satisfactory measure of damages for a breach of contract which had not yet taken place and might never take place. We have already noticed (*ante* p. 114) the decision in *Frost* v. *Knight*, and given our reasons for thinking that the decision is most unsatisfactory.

Although the Court thought that no action could be maintained *on the contract* until the time for its performance had arrived, they seemed to be of opinion that "the plaintiff might maintain a special action for damages, setting forth in a declaration appropriately framed, and with proper averments, the real facts of the case, and the renunciation on the part of the defendant of the contract into which he had entered, and the damage resulting to the plaintiff in either course of action which he might adopt in consequence of that renunciation." And again Kelly, C.B., who delivered the judgment, says: "I am far from saying that it would not be reasonable and just to hold that a special action for damages adapted to the circumstances of each particular case is and ought to be maintainable upon such a declaration, and upon notice by the party aggrieved that she accepted it and agreed to rescind the contract subject to her right of action for having been wrongfully compelled, by the conduct of the defendant, either to relinquish the contract and to treat it as rescinded or to abide by it under the disadvantages imposed upon her by the defendant's declaration that he would never perform it. . . . I think we may hold that the defendant by renouncing the contract has entitled the plaintiff to elect whether she will accept the renunciation, thus putting an end to the contract, and bring a special action on the case in *tort* for the wrong done by the act of renouncing, or whether she will treat the renunciation as a nullity" and bring an action for the breach of contract when it has really occurred. This suggested right of action has, we believe, no authority whatever in English law for its support, and until there is some decision upon the point it depends on a mere *obiter dictum* by two of the learned judges of the Court of Exchequer on a question which was not material for the decision of the case actually before them.

Before this point requires actual decision it is well that it should be thoroughly discussed and understood. We do not hesitate to say that we think the proposed action is both unsound in principle and would be unsatisfactory in practice. It is unsound in principle because it rests on no authority or analogy known to English law, and it would be unsatisfactory in practice because it would be open to nearly all the objections which Kelly, C.B., himself enumerates as resulting from the application of the principle of *Hochster* v. *De la Tour*. The jurisdiction of the courts of law to allow new kinds of actions, is not wider than that given by the old statute (13 Ed. I. p. 2, c. 24), which first gave the action on the case. That statute enacted that "whensoever from thenceforth in one case a writ should be found in the Chancery, *and in a like case falling under the same right*, and requiring a like remedy, no precedent of a writ could be produced, the clerks in Chancery should agree in forming a new one." The courts are not technically bound by this statute, but, according to the principles of our law, they cannot confer any new rights, although they may allow new actions in cases "falling under the same right," as other cases recognised in law. There is a well-known statement of this principle in *Pasley* v. *Freeman* (per Ashurst, J., 3 T. R. 51), that "where cases are new in their principle, there I admit that it is necessary to have recourse to legislative interposition, in order to remedy the grievance; but where the case is only new in the instance, and the only question is upon the application of a principle recognised in the law to such new case, it will be just as competent to the courts of justice to apply the principle to any case which may arise two centuries hence, as it was two centuries ago." If, therefore, the action suggested by Kelly, C.B., is founded upon an alleged right new in principle, the action must fail. Legislative interposition alone can create such right of action. No precedent for such an action is mentioned by Kelly, C.B., and no analogy or principle is referred to by him as furnishing an argument in favour of this action, which is admittedly "new in the instance." If it be the fact that no authority or analogy can be brought forward to support the action, the action must be new in principle, and therefore it cannot be established by a mere judicial decision.

Not only is there an absence of any authority or analogy to support this action, but the nature of the remedy for the infringement of the supposed right, seems to us very unsatisfactory. The supposed wrong is completed on the renunciation of a contract by one of the parties before the time for the performance of the contract by him has arrived. The right, therefore, infringed by the renunciation must be the right that a contract shall not be renounced before the time for performance. The remedy suggested for the infringement of this right is an action of *tort*. An action of tort, if it means anything at all, beyond the mere technical form of writ and pleadings, means an action for a wrong independent of contract. Assuming that it is an actionable wrong to renounce a contract before the time for performance, is such a wrong "independent of contract?" The very statement of the wrong shows that it is wholly and entirely dependent on a contract just as much as the right of action given by any ordinary breach of a contract. It is a wrong that could not arise in the absence of a contract, and can only be committed by one party to a contract against the other party. The only possible ground on which this new action could be sustained would be that the law attaches to a contract to be performed at a further time, this unexpressed term—viz., that neither party will renounce the contract before that time. Such a term might, no doubt, be added in the same way that the law implies in every contract a provision that a failure to perform the contract gives no right of action to the party who has caused such failure, or as the warranty of seaworthiness in policies is implied by law, although there are no words to that effect in the contract. If the law does imply this unexpressed term in contracts to be performed at a future day, the promissor is under a double obligation—first, not to renounce the contract before that day; secondly to perform the contract on that day. These obligations arise directly out of a contract and are the intended results of the contract, and consequently both are equally dependent on contract, and, therefore, the wrong of renouncing a contract before the time for performance has arrived, is as clearly a breach of contract, if an actionable wrong at all, as the wrong of not performing the contract on the day of performance.

We notice this question of the form of action,

because we think it is significant of the difficulty of finding any authority for the support of such an action. The form in tort was, no doubt, suggested because a new action of tort, on the case, is not so startling as a new action of contract. If a right is once established the form of the action is of but little importance, but when the right is in dispute, the question—what would be the proper remedy if such a right did exist?—may often help to clear the way to a decision as to the existence or non-existence of the right. If the remedy proposed would be contrary to principle, even if the supposed right existed, there is at once a strong argument against the existence of the right. A right without an appropriate remedy is very like a right without any remedy at all.

Not only is the proposed action contrary to principle, but it has not even the merit of practical convenience. The great and substantial objection to the principle of *Hochster* v. *De la Tour*, is that under it a plaintiff may recover large damages for a constructive breach of contract, when in the event there was not and could not have been any breach at all. As when the contract is dependent on the lives of both parties, and one of them renounces the contract, has to pay damages, and then dies before the time arrives for performing the contract. Even when there is ultimately a breach the damages must usually be a mere guess. It is not possible to conceive any measure of damages applicable to the various classes of cases which might fall under *Hochster* v. *De la Tour*, which might not be utterly inappropriate in consequence of subsequent changes of circumstances. This is a very strong argument against *Hochster* v. *De la Tour*, but it is also an argument against the action that is to be substituted instead of the action given by *Hochster* v. *De la Tour*. The question is not the same in the two cases, but the same kind of difficulty arises in each. The arguments used by Kelly, C.B., in *Frost* v. *Knight* on this point may be applied to the case of the new action which he wishes to create.

We do not now examine this question of damages in detail, as it is fully dealt with in *Frost* v. *Knight*, and also because it has not much bearing on the main question whether or not the alleged right exists. If the case of *Frost* v. *Knight* should be brought before the Exchequer Chamber, it is very likely that the whole principle of *Hochster* v. *De la Tour* will be discussed, and some opinion may perhaps be expressed as to the possibility of maintaining the action proposed by Kelly, C.B. At present there is no authority for this action except the opinions of Kelly, C.B., and Channell, B., expressed in a judgment on a different question, after an argument in which this point was not mentioned.

MR. REVERDY JOHNSON ON THE "*ALABAMA* CLAIMS."

The *Times* of last Saturday contained a long letter from Mr. Reverdy Johnson to Mr. Parker, President of an Insurance Company at New York, respecting the *Alabama* claims, and there was also a leading article on that letter. Both the letter and the article are good examples of the confused notions that prevail on the subject of these claims. Mr. Johnson states the case thus:—"The British Government, on the 13th of May, 1861, recognised the Confederates as belligerents, and the *Alabama* and several other vessels of the same character were from time to time built in that country for the use of the Confederates, and were permitted to go to sea. These vessels destroyed American ships and cargoes to the value, it is stated, in the aggregate, of thirteen million dollars. For these depredations the British Government was advised that it was responsible." Mr. Johnson then notices the negotiations that have taken place on the subject, and that there is no present likelihood that those negotiations will be resumed, and he says—"The parties are now informed and believe that an application made by themselves directly to the British Government for such satisfaction will be successful if our Government shall oppose no objection;" and he then gives an opinion that the claimants ought to make such an application.

The *Times* in its article says, alluding to other questions in the letter—"The parties [in America] are quarrelling over the ownership of £2,600,000 which we have not paid, and . . . do not expect to be called upon to pay. We are ready to submit the question of our liability to arbitration, but we have a confident belief that the verdict will be in our favour."

We cannot agree with either of these views of the case. We think that when the matter is impartially examined it will be found that this country is liable for a portion, but not for the whole, of the *Alabama* claims. We have frequently drawn attention to the fact, and we now do so again, that the "*Alabama* claims" arose from the losses caused by the capture of American vessels by four Confederate cruisers. These cruisers (we give their names again, the *Alabama*, *Shenandoah*, *Florida*, and *Georgia*) were of different kinds, left English ports at different times, and under different circumstances. In one respect alone there was a similarity between them—viz., not one of them was equipped as a cruiser, or capable of cruising when it left its English port. The liability of this country for the acts of these vessels depends on the circumstances attending their fitting out and departure from English ports. It is obvious, therefore, that the "*Alabama* claims" are necessarily divided into four entirely distinct questions. Although this country may be liable (and, we think, is liable) for the acts of the *Alabama* herself, it by no means follows that there is any liability for the acts of the other vessels. The *Florida*, for instance, was seized in port, and released for want of evidence. She then left English waters unarmed, broke the blockade of Mobile, and ran in there. She there armed, and four months afterwards she again broke the blockade, ran out, and commenced to destroy vessels of the United States. She never captured or injured, or attempted to capture or injure, a single vessel until after she left Mobile. These circumstances are wholly different from those which attended the departure and fitting out of the *Alabama*. A decision respecting the liability for the acts of one of these vessels cannot affect in the least the question as to the liability for the acts of the other. Both Mr. Johnson and the writer of the article in the *Times* lump the "*Alabama* claims" all together as if they were one and indivisible, instead of this being merely a convenient expression to signify four separate classes of claims.

Mr. Johnson's letter, besides advising individual claimants to apply to this country for compensation, deals with an additional question, and we are not sure that we quite understand his meaning. He says that under the convention agreed on between him and Lord Stanley "the question of the recognition of Southern belligerency . . . could have been presented" before the commission. In a subsequent part of his letter he says—"The conduct of Great Britain out of which these [*Alabama*] claims originated involved a wrong to the United States as well as to the claimants. Should the latter be redressed by Great Britain that will not condone the injustice done the Government or satisfy any pecuniary demands arising from it." It would seem that this refers to the recognition of the Confederates as belligerents. If this is its meaning we regret that Mr. Johnston should add the authority of his opinion to this untenable and ridiculous claim.

The question whether foreign powers should regard the action taken by the Confederate States as war was, as all such questions are, purely a question of size. If a single town or county had stood alone in its opposition to the remainder of the community of the United States, it would have been clearly inappropriate to regard such resistance as war; as the facts were, the split in the United States ran so near the central line, the seceding portion was so vast, that to regard the Confederate States as other than belligerents would

have been equally inappropriate and unjust. Nothing, again, can be clearer than the fact that the Government of the United States themselves recognised the Confederates as belligerents on April 19, 1861, when President Lincoln, by proclamation, declared a blockade of the Southern ports, and claimed to exercise those rights over neutral vessels which can only be exercised during and by virtue of an existing state of war. To claim these rights, and to say that the Confederates were not then belligerents, is a contradiction in terms. If there was no belligerency, then every seizure of English vessels, every search, every detention on the high seas was an unlawful and an unjustifiable act. These acts could only be justified by the fact that a state of belligerency existed. This is a conclusive answer to the complaints of the United States on this head. In addition to this, however, not only was there a right to do what was done, but that right was exercised most reasonably. It is not necessary to show this to justify this country, but such is the case. Even apart from any question respecting the proclamation of President Lincoln, the Confederates were in fact belligerents when they were recognised as such by the English proclamation of neutrality. There was nothing precipitate in this proclamation. It was necessary that it should be then made for the protection of English interests, and it was authorised by every rule of international law. The rule which President Grant has since recognised and acted upon in the case of Cuba fully justifies the action of England in this matter, and it is curious that there should be any dispute between the two countries on the subject, as they both lay down the rules in the same way.

Mr. Johnson discusses the question whether citizens of the United States are entitled, by their own municipal law, to claim individually compensation from this country, and he is of opinion that they can lawfully do so, and that they ought to do so. He also maintains that underwriters who have paid for total losses by capture are in the same position, as regards their right to receive compensation for such losses, as uninsured owners. We have already expressed our opinion (*ante*, p. 91) that underwriters who have paid for a total loss are entitled to be subrogated for the assured, as whatever rights accrue to the owner of the thing lost pass to the underwriter the moment he has duly paid for the loss. We have also (*ante*, p. 34) given our reasons for thinking that for the English Government to deal directly with individual American claimants would be practically impossible.

RECENT DECISIONS.

EQUITY.

ACCEPTANCES—RIGHT OF BILLHOLDER TO BENEFIT OF SECURITY.

City Bank v. *Luckie*, L.C., 18 W. R. 1181, L. R. 5 Ch. 773.

A decision that the doctrine of *Ex parte Waring* is applicable where the security is of a general kind, and is not held against the particular acceptance, may seem to require some explanation. According to the rule laid down in *Ex parte Waring* (19 Ves. 345) and *Powles* v. *Hargreaves* (2 W. R. 21, 3 D. M. G. 430), where a security is held to answer a particular acceptance, and drawer and acceptor both became bankrupt or insolvent, the holder of the bill at the time has an equity to the benefit of the security in the acceptor's hands—*i.e.*, to have the proceeds applied towards payment of the bill, without prejudice to his right to rank on the estates of drawer and acceptor respectively for the balance which may remain due on the bill after realising the security. Unless the security is held to meet the bill the doctrine does not apply. In *City Bank* v. *Luckie* there was a general current account between the drawer and the acceptor to secure the balance of which, and not the particular bill, the security was given. The Vice-Chancellor accordingly, though the inclination of his mind was to support the holder's claim to the security held that the doctrine of *Ex parte Waring* did not apply, the rule being, according to his Honour, that, in order to have any case in which you can make an equity against the holder to have the benefit of the security which is held by a person who enters into the transaction upon the bill—*i.e.*, the acceptor—the security must, by contract, be connected with the transaction upon the bill.

The decision in *Ex parte Waring* proceeds upon this ground, that the person holding the acceptance which is the subject of the indemnity has a right to the benefit of the contract between the principal debtor and the party indemnified; and though not himself a party to the contract, to say that he who has contracted for the payment of certain debts out of the security is liable in equity to the demand upon the part of him whose demands are to be so paid, for that application (19 Ves. 348).

In *Ex parte Levy & Co.* (17 W. R. 565, L. R. 8 Eq. 449) the Master of the Rolls decided that the principle only applied where securities are lodged to answer particular acceptances, and not where securities are deposited to answer a cash credit. The case can be distinguished from *City Bank* v. *Luckie*, as decided on appeal. If, in that case, the security had been given to answer the particular acceptance, instead of to secure the cash advances, part of which were made through the acceptances, the principle laid down in *Ex parte Waring* would have been applied without difficulty. It was the fact that the money which was advanced on the acceptances was really an advance on the account current between the drawer and acceptor, that enabled the Lord Chancellor to hold that the securities were connected with the transaction upon the acceptances, and therefore applicable in payment of the acceptances, pursuant to the doctrine in *Ex parte Waring*. In *Ex parte Levy & Co.*, on the other hand, the security was given to answer an account current, and certain bills which had been paid. The bills, to which it was sought to apply the doctrines, had been accepted subsequently to the date of the contract, which had no connection with the transaction on the bills. The holder's equity, therefore, did not arise.

COMMON LAW.

MASTER AND SERVANT—CONTRACTOR WORKING WITH HIS EMPLOYER'S SERVANTS.

Murray v. *Currie*, C.P., 19 W. R. 104.

The number of decisions of late years with regard to the liability of masters for the acts of their servants has been very large, and it might have been thought that the principles of this branch of the law would by this time have been thoroughly settled. Cases of this sort, however, still continue to come before the courts, and fresh points of law frequently arise. The cause of the difficulty in many of these cases is, no doubt, that it is seldom easy, and it is sometimes impossible, to separate fact from law, and the Courts are often obliged to decide the former as well as the latter. Wherever this is the case an element of uncertainty is necessarily introduced into the decision.

In *Murray* v. *Currie* the decision deserves notice, not as laying down any new rules, but as a useful illustration of a principle that is not always completely understood. The defendant, a shipowner, engaged one Kennedy, a stevedore, to unload his ship. Kennedy was to be at liberty to choose any of the defendant's crew to assist in the unloading. Kennedy chose several of the crew, and amongst them one Davis. These men were directed by the defendant to obey the orders of Kennedy, but they were paid their wages as usual by the defendant, and the amount of wages thus paid was to be deducted by the defendant from the sum due to Kennedy for unloading the ship. While the ship was being unloaded Davis by his negligence injured the plaintiff, who was in the sole employment of Kennedy. The plaintiff then sued

the defendant, and the question was whether the defendant or Kennedy was the person legally liable for the negligence of Davis.

The Court decided that the defendant was not, but that Kennedy was liable. Willes, J., says, "It is a distinct rule in actions of this nature, that you must sue the wrongdoer himself or the first person in the ascending line of authority who has entire and independent control over his work, and when you have got to such a master you can go no higher." Brett, J., puts the rule generally: "If I lend my servant to an independent contractor to be under his control, the contractor is liable for the way in which he does his work, and not I, because the servant is doing the contractor's work and not mine."

This decision brings out very clearly the rule that the person liable as master for the acts of another must be the person who has the right to direct the *mode* in which the work is to be carried out. It is not sufficient that a person directs work to be done. In order to render him liable as master, he must be entitled to order the way in which it is to be done. It must be remembered however—and the passage from the judgment of Willes, J., must be read with this qualification—that a foreman is not liable as master for the negligence of the men under his control (*Feltham* v. *England*, 15 W. R. 151). A foreman is not considered a person "who has entire and independent control over the work" of the men who are subject to his orders. He is regarded in this respect merely as their fellow-servant.

Even if the defendant in *Murray* v. *Currie* had been held to be *primâ facie* liable as master, he would yet have probably had a good defence to this action, as it would seem that the plaintiff and Davis were fellow-servants, being engaged in a common employment; and this would, of course, have relieved the defendant from liability. In the view the Court took this question did not arise.

TELEGRAM—MISTAKE IN TRANSMISSION OF MESSAGE—ACTION BY RECEIVER AGAINST SENDER OF MESSAGE.

Henkel v. *Pape*, Ex., 19 W. R. 106.

Playford v. *The United, &c., Telegraph Company* (17 W. R. 968), decided that the receiver of a telegram has, under ordinary circumstances, no right of action against a telegraph company for damage that may be caused by a mistake in the transmission of a message. The ground of the decision was that there was no contract between the receiver of the message and the telegraph company. In other words, the principles applicable to all other cases of agency were applied to the transmission of messages through a telegraph company. Since that decision the telegraph lines have been transferred to the Post Office Department, and, therefore, no action, either by sender or receiver, lies against the telegraph administration for any mistakes or negligence in the transmission of messages. In this state of things an attempt has been made to make the sender of a telegram liable for the consequences of a mistake in its transmission. In *Henkel* v. *Pape* the defendant sent to the plaintiff an order for "three" rifles. By a mistake in transmission "three" was changed into "the," which, by reference to a former correspondence between the plaintiff and defendant, would have meant fifty rifles, as there had been negotiations between the parties for a sale of that number of rifles. The plaintiff sent fifty rifles to the defendant who refused to take or pay for more than three rifles. It was held that the plaintiff had no cause of action. The defendant had ordered only three rifles, and his order could not be changed by the telegraph authorities, who were his agents to deliver the particular message given them, but had no power to bind him by any alteration of that message. In this case, therefore, as in *Playford* v. *The United, &c., Company*, the same rules were applied to messages by telegraph as would have been applied to messages by any other agent.

BANKRUPTCY.

NON-TRADER HAVING PRIVILEGE OF PARLIAMENT—LIABILITY TO ADJUDICATION UNDER THE BANKRUPTCY ACT, 1861.

Duke of Newcastle v. *Morris*, H.L. 19 W. R. 26.

The decision in this case, that under the Bankruptcy Act, 1861, a peer or other person having privilege of Parliament was liable to be made bankrupt although not a trader, is in one sense of but little practical importance, for the Act upon the construction of which the decision of the case turned is now repealed, and the whole subject has been fully dealt with in the new Bankruptcy Act. But the case is, nevertheless, of permanent value and importance as illustrating the principles of construction applicable to statutes. The words of the Act of 1861 are "All debtors, whether traders or not, shall be subject to the provisions of this Act." It was contended that these words did not apply to persons having privilege of Parliament. The grounds of this contention were substantially two:—First, it was said that privilege of Parliament can only be taken away by express provision of Parliament; that there are many of the powers of Courts of Bankruptcy which, if put in force against a member of Parliament would conflict with his common privileges and immunities; and that as there was no expressed intention to interfere with the privileges of Parliament, the Act ought not to be held to apply to members of Parliament. Secondly, it was said that in former Acts which did in terms apply to members of Parliament being traders, special provision had always been made to preserve their privileges intact. And as no such provisions were to be found in the Act of 1861, it could not be intended to apply to members of Parliament at all.

The Law Lords unanimously, and without hesitation, held these reasons insufficient to control the effect of the general words which we have quoted. Lord Westbury states as the *ratio decidendi* "that the words 'all debtors, whether traders or not,' comprehend the non-trading peer being a debtor as much as they comprehend the trading peer being a debtor; and that there is nothing in the suggestions which have been made to us that is of sufficient weight to compel us (for we must be compelled) to limit the universality of the enactment, and to take a certain class of persons only by inference, or a supposed implication, out of the extended ambit or the universality of these words."

REVIEWS.

A Historical Account of the Neutrality of Great Britain during the American Civil War. By MOUNTAGUE BERNARD, M.A., Chichele Professor of International Law and Diplomacy in the University of Oxford. London: Longmans, 1870.

This book is, among English books at least, quite original in conception. We have had histories, and histories of wars too, of many kinds. There is no lack of histories of the purely popular type, written with no other object than to convey the leading facts of history in the most readable form. Political histories, written to support particular political theories, are abundant. Of purely military histories we have several. Histories written from the strictly theological stand point are not far to seek. But this is, we believe, the first English history of a war written by a lawyer, from the lawyer's point of view, and with the object of showing the bearings upon international law of the various incidents of the contest. It is obvious that this plan has both advantages and disadvantages. On the one hand historical discussion will always give rise to controversy, always excite prejudice and passion, more especially in the case of such a discussion as that with which Mr. Bernard's work opens, upon the Causes of the American War. And this will necessarily tend to disturb the judgment of his readers, disqualify them for the calm consideration of questions of law, and so injure the effect of the work. On the other hand, readers, and especially non-

legal readers—soldiers, sailors, colonial governors, and the like, who are after all those who have to act most frequently upon the doctrines of international law—will understand ten times as much of a question of law when they see it in a practical form as it actually did arise once, and may arise again, as they would if brought before them in an abstract form. And, moreover, ten people are likely to read such a book for one who would read an abstract treatise. On the whole we think Mr. Bernard has chosen the best form in which to gather up the fragments of instruction in international law which the experience of the war affords.

From what we have just said, it will be collected that this is in one sense a popular work. But it would be a great mistake and a great injustice to confound it for a moment with that most mischievous of all classes of works—law works which seek to popularise law, by representing that as easy and simple which is not easy and simple, by suppressing the greater part of the subject, evading its difficulties, and in short misrepresenting it altogether. This book treats the incidents of the war in their chronological order and historical connection. It discusses the points of law which arose for the most part in the order in which they arose. But each point examined is treated with the most rigid accuracy and the most entire thoroughness; in a manner which, to the lawyer, is in refreshing contrast with the looseness of thought and ambiguity of language generally to be found in text-books dealing with international law.

The questions which did arise during the war are far more numerous than most people have any idea of. They included questions of supreme importance, such as the questions of belligerency and its recognition by neutrals; the great question of the right to treat agents of a belligerent power on board a neutral ship as contraband of war, which arose in the case of the *Trent*, or rather would have arisen but for Captain Wilkes' blunder in seizing the persons instead of the ship; innumerable points in the law of blockade; and above all the great questions raised in the *Alabama* controversy. They include, too, points seemingly minute, and certainly of rare occurrence, but still not without instruction, such as that which arose in the case of the *Tuscaloosa*, at the Cape of Good Hope, as to the power of the captain of a ship of war to commission tenders (pp. 422—427). And as all these points are treated with equal care, Mr. Bernard's book covers far more ground, and contains far more instruction than a hasty reader might at first sight suppose. Particularly excellent appear to us Mr. Bernard's examination of the case of the *Trent*, in chapter IX.; and his explanations of various points in the law of blockade, in chapter XII.

The part of the book which satisfies us least is that in which the liability of England in respect of the escape of the *Alabama* is considered. Mr. Bernard very accurately resolves the question (p. 385) into two:—

1. "Is it among the international duties of a neutral government to prevent the despatch from its ports of vessels apparently designed for war, but unarmed, which it has reason to believe constructed or intended for the service of a belligerent?

2. "Did the British Government neglect this duty?"

Mr. Bernard considers the second question first, and he expresses a decided opinion in the negative, though certainly without anything like dogmatism or undue confidence, a fault from which he is eminently free. Now, what are the facts? On the 23rd of July, 1862, all the facts warranting the seizure of the *Alabama* (then kown as No. 290), at Liverpool were fully known to the customs authorities, whose duty, if any one's, it was to seize her. On the 29th she sailed from Liverpool without any actual attempt having been made to detain her. Now, unless this delay can be explained, there is clearly a gross case of negligence shown, assuming that there was a duty to stop the ship. And what is the explanation? Simply this. The customs authorities were in doubt both as to the law and as to the sufficiency of the evidence. They took the opinion first of their solicitor, who advised against the seizure; and afterwards that of the law officers of the Crown, who advised in favour of it. But before this last opinion was received the ship was off. In other words the answer of this British Government to America on the question of negligence is:—We did not know our own law, and it took a week to find it out, and so the ship escaped. Mr. Bernard seriously thinks this answer sufficient (p. 390). What would he say, or what would any lawyer say to such a plea if the controversy were between two individuals? If ever there were a case where the maxim *Ignorantia juris neminem excusat* should apply, it is this.

As to the other question, the existence of any duty to detain the ship, Mr. Bernard answers it also in the negative. He lays down the unquestionable doctrine that neutral territory must not be used "as a base or point of departure for hostile expeditions by land or sea." And he simply considers whether or not this rule was violated in the case of the *Alabama*. The question is one of very great difficulty, on which we should be sorry to express any confident opinion, though we are inclined to take the contrary view to Mr. Bernard's. But there is a further question which Mr. Bernard does not touch. Assuming no such obligation as that contended for to arise directly from the known rules of general international law, is it not possible at least that it may arise indirectly? Assume that our municipal law, and that part of it which expressly deals with neutrality, prohibited what was done in the case of the *Alabama* (a point upon which after what took place in the case of the *Alexandra*, 12 W. R. 257, no one can dogmatise), and gave the Government power to seize the ship; then is it not at least questionable whether an international duty may not thus arise to put our municipal law in force at the reasonable request of a belligerent? This is a doctrine which we by no means assert, but it is at least frequently maintained, it was expressly admitted by Lord Granville in his correspondence with Count Bernstorff, and it is, we think, becoming more commonly adopted every day. If the *Alabama* claims are ever decided it will undoubtedly have to be examined, and its adoption or rejection may very possibly govern the case. But Mr. Bernard leaves it untouched.

A Treatise upon the Law applicable to Negligence. By T. W. SAUNDERS, Esq., Recorder of Bath. London: Butterworths. 1871.

In reviewing this work it is only proper to bear in mind the object which the author states in his preface that he has proposed to himself. He has endeavoured to supply in a compendious and convenient shape a volume by which a ready reference may be obtained to the authorities on the subject, which, as he very truly says, have increased of late perhaps more than those on any other branch of the law. This somewhat modest aim disarms criticism. It would be unfair to complain that the author has done little or nothing to clear up the doubtful points in the law, that he does not tell us anything about the principles or origin of the various doctrines which the cases illustrate, or even that he does not show us by the manner in which he has arranged his subject that he himself has mastered these principles. When a gentleman whose position in the profession might entitle him to teach us something about the law disclaims any intention of doing so, and only refers us to the cases from which we may learn, we presume we must not complain that we are not taught. All that can be said is that the author has not seized the opportunity of supplying the undoubted want of a scientific treatise on this subject. In reviewing a much more ambitious American work on the same subject, that of Messrs. Shearman and Redfield, not long ago, we expressed the opinion that the subject was one especially capable of elucidation by mere analysis. In actions for negligence the facts are almost infinitely various, and to argue from case to case leads necessarily to confusion and frequently to wrong results. The only plan is to lay down the main propositions that have to be established in order to constitute a cause of action for negligence, and perhaps a few general rules under each proposition, and then to place each case under the proposition which it illustrates. Thus it will serve to explain that proposition and show to what new cases it is applicable.

Passing now from what Mr. Saunders, apparently from modesty, has not attempted, to consider the manner in which he has performed the task which he has proposed to himself of collecting authorities, we find very considerable diligence displayed. Almost all the decisions are given, some very recent ones, as well as the older ones. The references to the cases, though not quite unexceptionable, are also given much more fully and on a more rational system than is common with text-books writers. On the whole, the book is a tolerably complete collection of head-notes. Judging from the amount of connection with what goes before and after we should say that many of the most recent cases were inserted after the bulk of the work was written, and some of them on the pages of which the author happened

to be correcting the press at the time they were reported. It is certainly difficult to adapt new matter to that already written, and on this subject the number of cases grows so fast that the difficulty is greater than usual. Perhaps it is these recent cases which it has been necessary to insert somewhere, which make the plan of the book seem worse than it otherwise would. As we have said, however, the author professes rather to collect than arrange. He usually gives the decisions either in the words of the judges or in the words of the head-note, and he has a good index. We have stated that the collection of cases is tolerably complete. It is, however, much better as a collection of what may be called accident cases—that is, cases of personal injury and the like—than as a collection of cases throwing light on the general principles creating a liability for negligence. Thus, *Fletcher* v. *Rylands* is not noticed in any one of its stages, either in the Court of Exchequer, Exchequer Chamber, or House of Lords. We regard Mr. Justice Blackburn's judgment in that case in the Exchequer Chamber as the most instructive exposition of the law of negligence to be found in any modern decision. Again, *Grey* v. *Pullen* (5 B. & S. 970), and *Wilson* v. *Merry* (1 Scotch Appeals 326), in the House of Lords, in which it was commented on, are not mentioned. *Giblin* v. *McMullen* (17 W. R. 445) is also omitted. These cases all lie a little out of the ordinary line of cases treated by the author, but inasmuch as they are very instructive on the subject, and might not be found under the same heads in digests, it would have been the more important to notice them.

Mr. Saunders has been happy in his choice of a subject. Although he has not done as much with it as we think might have been done, he has produced a work which will facilitate reference to the authorities, and with this he tells us in his preface that he will be content.

The Life Assurance Companies Act, 1870; *with a Commentary on the Life Insurance Legislation of that year*. By C. J. Bunyon, M.A., Barrister-at-law. London: Laytons.

Mr. Bunyon is known to the legal profession as the Actuary of the Norwich Union Insurance Company and as author of some valuable and standard legal text-books on the Law of Fire and Life Assurance. Anything on such a subject, emanating from his pen, is entitled to great respect. The work before us comprises, in pamphlet form and size, a criticism of the legislation of the present year on this subject, not forgetting the insurance provisions of the Married Women's Property Act, with prints of the enactments. The work comprises general comments on the object of this legislation, the evil aimed at, and the efficiency of the remedy, besides criticism from the actuary's point of view, and the comments and citations appropriate to a lawyer's text-book. The subject being limited, Mr. Bunyon has got it all into fifty-eight octavo pages (including a capital index), and the work may be regarded as an exception to the general maxim, that in writing law books you cannot well blend two objects. We decidedly recommend this book to all practitioners. The comments, explanations, and criticisms are calculated to be of the greatest assistance to lawyers endeavouring to apply a new piece of legislation to their clients' cases.

There is one point, by the way, upon which we should have liked to see Mr. Bunyon's opinion, and that is—the non-extension to annuitants of the control over amalgamations conferred by the Act on policyholders. (See our remarks 14 S. J. 961.) Either this has escaped Mr. Bunyon or he has not thought it worth comment. Our own idea is that the point never occurred to the mind of the person who drafted the Act.

A Selection of Leading Cases in the Hindoo Law of Inheritance, with notes. By the Hon. John Bruce Norton, of Lincoln's-inn, Barrister-at-law, Advocate General of Madras, and Member of the Legislative Council. Part I. Madras: C. B. Cruiz. London: Stevens & Haynes.

We have no hesitation in saying that assuming, as we are doubtless entitled to assume, that Part II. will come up to Part I., these Leading Cases will form by far the best work on Hindu law since the days of Sir Thomas Strange. It must be borne in mind that the law of inheritance is, for practical purposes, at the present day the most important branch of the Hindu law, and the one upon which the Indian Courts and the Judicial Committee are most frequently called upon to adjudicate. Mr. Norton proposed to himself, in the work we are reviewing, to treat the law of inheritance under fourteen heads—viz., marriage, stridhanum, adoption, maintenance, guardianship, benamee, coparcenery, division, alienation by gift, alienation by will, widow's estate, zemindar's estate, succession in divided families, and succession in undivided families. Of these heads the first eight are comprised in part I. The treatment is precisely similar to that adopted in Smith's Leading Cases. First, a case is given *in extenso* upon the subject to be discussed. Then follow notes in which the subject is pursued into all its ramifications, and a whole mass of case law bearing thereon is given. Besides references to cases there are of necessity copious references to the various authorities on Hindu law. Hardly a page is without three or four of these references. Now, it is not every lawyer who has in his library the Paya Bhaga and the Mitacshara or the works of Menu and Nareda. Even if he had them he might not be able to read them were they in the vernacular. Mr. Norton has got over these difficulties for the readers of his book by adding an appendix wherein is to be found every passage of an Indian authority referred to in the text. The passages are given *in extenso* and translated into English. Of course the appendix will form a considerable part of the book; it occupies more than one-third of part I., but it is a valuable feature and one which if omitted would have materially lessened the utility of the book. We can conscientiously recommend the work, not only to the practising lawyer, but to the student of Indian law, not as a first book, but to be taken up when a knowledge of the leading principles of Hindu law has been gained from some elementary text-book.

COURTS.

COURT OF CHANCERY.

Lord Justice James.

Dec. 21.—*Alexander* v. *Mills*.

Costs of appeal.

At the conclusion of the judgment in this case

James, L.J., said:—There was a case very fully argued before us the other day, in which we were very much pressed by counsel, that the practice of the Court had now altered with regard to the costs of a successful appeal. We undertook to communicate with the Lord Chancellor, and have done so. His Lordship says he does not understand that any alteration has taken place.

Wickens.—I think there was just a short time, during which your Lordship's predecessors were perverted by the Privy Council practice.

James, L.J.—The Lord Chancellor says he has never, in any case, given costs of a successful appeal; although the Court, he considers, has power to do it in special cases.

Master of the Rolls.

Dec. 19.—*Re Abrahams* (a Solicitor).

This was an adjourned summons requiring Mr. Michael Abrahams, solicitor, of Old Jewry, to show cause why he should not be struck off the rolls. It appeared that in 1867 a Mr. Joseph Suche, of Joseph Suche & Co. (Limited), called on Mr. Abrahams and asked him to act for the company in enforcing their claim against the Contract Corporation for £10,000, and offered him £500 for his costs. Mr. Abrahams declined to act, as he often acted as the solicitor for the Contract Corporation, and Mr. Suche employed Messrs. Linklater & Co., who took out a summons, which was adjourned into Court, and Mr. Abrahams was employed by the liquidator of the Contract Corporation to oppose the summons. The Master of the Rolls, in June, 1868, decided in favour of the claim. The liquidator, by Mr. Abrahams, gave notice of appeal; but the notice was withdrawn at the desire of the creditors' representative, Mr. Ayles. A few days after the notice of appeal was withdrawn, Mr. Suche called on Mr. Abrahams, and, after thanking him for the fair way in which he had opposed his claim, departed, leaving a £500 note on the table. Mr. Abrahams carried this sum to the credit of Mr. Suche in his books, but in September last, hearing that reports were abroad as to his receipt of the money, he laid a statement of the facts before the Chief Clerk (Mr. Church), and he communicated with the Master of the Rolls, who ordered the present summons to issue.

Sir Richard Baggallay, Q.C., and *J. H. Taylor*, in-

structed by the solicitor to the Suitors' Fee Fund, submitted the case to the Court.

Jessel, Q.C., Swanston, Q.C., and *Higgins*, appeared for Mr. Abrahams, and read affidavits made by several solicitors of eminence, speaking to the the uniform integrity displayed by Mr. Abrahams during a professional career of more than twenty years.

The MASTER OF THE ROLLS, who had reserved judgment from the last day of Michaelmas Term, said that he had come to the conclusion that Mr. Abrahams exerted himself to the utmost in favour of his client, the liquidator, that he brought the case fully before the Court, and suppressed nothing. His Lordship believed that Mr. Abrahams had, up to the day when the bank-note was left on his table, forgotten all about the previous offer of £500 for his costs, and that it supplied no motive to actuate him in conducting the opposition to the claim. By what species of infatuation Mr. Abrahams came to accept the note his Lordship could not conceive. The impropriety of the act, and the consequences which must ensue if such an act were passed over, needed no comment. Considering the high character Mr. Abrahams had received from several firms of the highest character in the profession, his Lordship had convinced himself that he might, without undue lenity, reduce the penalty to be inflicted. As the case was one in which no appeal would lie from his decision he had taken the opinion of the Lords Justices, and they concurred in the decision he was about to pronounce—namely, that Mr. Abrahams be suspended for one year from the 1st of January next, and pay the costs of the application.

COUNTY COURTS.

LAMBETH.

(Before J. PITT TAYLOR, Esq., Judge.)

Dec. 20.—*Alpass* v. *Jakeway*.

The verbiage of pleadings in the superior courts not adapted to county court proceedings.

Mr. PITT TAYLOR, on this case being called, read the particulars of demand as follows:—"August, 1865, to December, 1868. The plaintiff sues the defendant for money payable from the defendant to the plaintiff. For money paid by the plaintiff for the defendant at her request. For goods sold and delivered by the plaintiff to the defendant. For money lent by the plaintiff to the defendant, and for money found to be due from the defendant to the plaintiff on accounts stated between them between these dates, the full particulars of which said accounts in detail have already been delivered to the defendant by the plaintiff before action brought, £14 16s. 8d." These particulars of demand (the learned judge went on to say) were preposterous nonsense, and also unintelligible to ordinary people. They were in imitation of the pleadings in the superior courts where they were absurd enough, but doubly absurd in county courts which were intended to simplify legal proceedings so that anybody could understand them. The defendant (who did not appear) was in all probability wondering what all this rubbish meant.

The plaintiff handed in another document.

Mr. PITT TAYLOR said this was a plain common-sense tradesman's bill with items and amounts that anybody could understand. It was just the sort of document which ought to have been given in as particulars of demand. The other was no doubt drawn by a lawyer's clerk who thought he was drawing a declaration for a superior court, as the commencement of a long series of wordy and half intelligible pleadings. The plaintiff must supply another copy of the document just handed in to be served through the Court on the defendant. The case must therefore, be adjourned.

BLACKBURN.

(Before W. A. HULTON, Esq., Judge.)

Bankruptcy—Service of Debtor-Summons.

Upon a petition presented last week by Mr. Backhouse, solicitor, Mr. Fickop, solicitor, took the objection that the summons having been served by an attorney's clerk, there was no service in law. He based his objection on a literal interpretation of rule 61, which provides that summonses shall be served by an officer or a bailiff of the court, or by the creditor or his attorney. Mr. Backhouse was allowed a week to inquire if there had been any decision on the point, and now said he had been able to find none. He, however, contended that an attorney included his clerk. He had inquired into the practice at Manchester and Liverpool. Mr. Cobbett, of Manchester, wrote that he believed the object of the statute was to limit the right to serve to persons of some degree of respectability, and that the words "by his attorney" should be read "by the responsibility of the attorney." Messrs. Bannerman, Lacy, & Co., of Liverpool, went further. They had an extensive practice under the Bankruptcy Act, and they served their trader debtor-summonses by clerks, or ordinary process servers; the latter was the course they usually adopted, and there had not been a single objection to it.

Mr. HULTON said he remembered the practice in the old county court when summonses were served by persons of very little respectability, indeed, and the practice under the present Act of at least one firm of high repute at Liverpool would lead him to construe a very specific rule literally. He therefore decided that the service was not valid.

LORD MAYOR'S COURT.

(Before Mr. Serjeant T. ATKINSON and a Common Jury.)

Dec. 21.—*Abbott and Others* v. *Parfitt*.

An executor may not sue in his capacity as such for a debt accruing to the estate on business transactions subsequently to the decease of the testator.

The plaintiffs in this case were the executors of the will of W. Dick, formerly a baker in the Haymarket. He bequeathed his business to the plaintiffs, to continue to the trade of a baker, until they could dispose of the goodwill. The defendant became indebted to the estate subsequently to the testator's decease for goods supplied, and this action was brought by the plaintiffs for the amount owing, £12 19s. 2d.

H. C. Bennett, for the plaintiff, cited *Cowell* v. *Watts* (6 East, 410), and Williams Executors, 6th ed., 820, 824, where in the latter page the following passage occurs:—"Several old cases may be found in which it was considered that the contracts made with an executor or administrator were personal to him, and that he must sue for them in his own right, and not in his representative capacity; and particularly in the instance of negotiable instruments, it was conceived until very modern times that if an executor took a bill or note from a debtor to the estate of his testator, a new debt was thereby created which must be declared on as such; however, the rule may now be regarded as firmly established by the later cases,—that wherever the money recovered will be assets, the executor may sue for it, and declare in his representative character," and *Marshall* v. *Broadhurst* (1 C. & J. 405), where it was held that in an action by the executors in their representative character, for work and labour done, and materials found, the executors might recover the value of the materials, and (from inference) that they might also recover for the work and labour as executors of the deceased. He argued that there was a considerable difference between an *administrator's* and an *executor's* right to sue, and that the plaintiffs in this case were, upon the authorities cited, entitled to recover.

Finlay for the defendant, cited *Bolingbroke* v. *Kerr* (14 W. R. 657), as an authority that an administrator cannot sue in his representative character upon contracts made after the death of the intestate in the course of carrying on the testator's business.

Mr. Serjeant ATKINSON was of opinion that there was no distinction between the rights of an executor and an administrator to sue for debts accruing to the estate subsequent to the testator's decease, and therefore directed a non suit.

Bennett obtained leave to apply for a rule to enter a verdict for the plaintiffs.

WEST INDIAN INCUMBERED ESTATES COURT,

8, PARK-STREET, WESTMINSTER.

(Before Mr. FLEMING, Q.C., and Mr. CUST, Commissioners.)

Nov. 16, 23.—*Re Osborn.*

Consignee—Lien—Power to appoint—Proceedings in Chancery.

A consignee to whom a balance is due is entitled to have the estate sold in the Incumbered Estates Court (Farquharson *v.* Balfour, 8 *Sim.* 210, *distinguished*).

A consignee, by taking a security or entering into an arrangement with the owner, does not thereby give up his general lien, except so far as his general lien may be inconsistent with the terms of the security or arrangement (Chambers *v.* Davidson 15 *W. R.* 534, *L. R.* 1 *P. C.* 296, *explained*).

The rights of a consignee do not depend on the estate of the person by whom he is appointed. Any person lawfully in possession of an estate may appoint a consignee, and the consignee so appointed will be entitled to all the rights incident to the office.

The pending of a Chancery suit is no ground for staying proceedings in the Incumbered Estates Court.

In this case a conditional order had been made for sale of an estate called Blackman's or Mount Lucy, in the Island of Antigua, and objections had been filed on behalf of the owners.

The estate formerly belonged to Dr. Osborn, who died in 1852, having devised it (with other estates) to trustees for fifty years in trust out of the rents and profits to raise and pay certain specified debts in aid of his personal estate; and subject to the said term and to certain annuities he devised the estate to the use of Judith Matilda Osborn during her life, for the benefit of herself (as a *feme sole*) and her son Kean Brown Osborn in equal shares, and in case the said Kean Brown Osborn should die in her lifetime then in trust wholly for her own separate use, and from and after her death he devised the said estate to the use of the said Kean Brown Osborn in fee with a gift over in case he should die without leaving issue living at his death.

On the death of the testator, James Barrett, the acting trustee of the will entered into possession and remained in possession until September, 1857, when he gave up possession to Judith Matilda Osborn and her husband George Godolphin Osborn. On this occasion the firm of Garraway & Co. (now represented by Frederick Garraway) advanced £500 for the purposes of the estate, and undertook to advance such further supplies as should be necessary for the purpose of cultivation on receiving the consignments in the usual manner, and by a deed dated the 16th of September, 1857, after reciting to the above effect, Mr. and Mrs. Osborn granted all their estate, right, title, share, and interest in the said estate, and in the live and dead stock thereon, to a trustee upon trust to secure the consignment of the produce to Garraway & Co., and upon trust out of the annual profits of the estate after payment of the expenses of cultivation to pay off all sums advanced from time to time by Garraway & Co., to Mr. and Mrs. Osborn, and to pay the balance to Mr. and Mrs. Osborn, their executors, administrators and assigns.

By a deed of release dated the 12th of November, 1858, after reciting the said will, and certain dealings with other estates thereby devised, and that James Barrett as acting trustee of the said will had been in possession of all the estates devised by the said will, and had applied the net produce thereof in discharge of the debts charged thereon by the said will, and that all the said debts had been paid, and that accounts were in preparation showing the receipts and payments by the said James Barrett as such trustee in respect of the said several estates, but that the same were not then complete, and that Mr. and Mrs. Osborn had agreed in consideration of getting possession of the estate to waive the accounts, Mr. and Mrs. Osborn released Barrett from all liability under the will in respect of Blackman's estate.

The accounts were subsequently completed, and a memorandum signed by Messrs. Garraway, on behalf of the owners, was subsequently annexed to the said release, by which it appeared that the amount of debt chargeable on all the estates was £3,381 11s., and that the proportion chargeable on Blackman's estate was £844. It appeared, however, that the above sum of £844 had not been actually raised by James Barrett out of the produce, but had been provided by Garraway & Co. at the request of Mrs. Osborn.

By an indenture, dated 30th June, 1859, after reciting the prior indenture of 16th September, 1857, and that it had been erroneously supposed that Mrs. Osborn was entitled to the whole of the produce of the estate during her life, it was declared that, notwithstanding the ultimate trusts of the said indenture, one moiety of the net produce of the said estate should be applied for the maintenance of the said Kean Brown Osborn or invested for his benefit.

A large sum became due to Garraway & Co. on account of the said estate in respect of the cultivation and of the £844 advanced for the payment of debts, and also in respect of advances made for the personal benefit of Mrs. Osborn and her son Kean Brown Osborn; and differences having arisen on the subject Mrs. Osborn and her son, Kean Brown Osborn, commenced a suit in chancery against Frederick Garraway, who then represented the firm, whereupon Frederick Garraway presented a petition for the sale of the estate.

Mrs. Osborn and Kean Brown Osborn, objected to the sale on various grounds, which are referred to by the Chief Commissioner in his judgment.

Osborne Morgan, Q.C., and *Wells*, for Mrs. Osborn and Kean Brown Osborn, contended—(1.) That Garraway, being a consignee in possession, could not apply for the sale of the estate (*Farquharson* v. *Balfour*, 8 Sim. 210). (2.) That Mrs. Osborn, being only entitled to one moiety of the estate for her life, could not charge the fee; and that Garraway & Co. having taken the security of the deed had abandoned their general lien (*Chambers* v. *Davidson*, L. R. 1 P. C. 296). (3.) That the deed of 1857, by which the ultimate surplus was reserved to Mr. and Mrs. Osborn absolutely, was a breach of trust, and conferred no rights. (4.) That the money required for the payment of the testator's debts ought to have been raised out of the income, and that the advance of it by Garraway & Co. was a breach of trust, and gave them no lien on the estate. (5.) That the deed of 1859 was also a breach of trust, as being made for the sole benefit and accommodation of George Godolphin Osborn, who was insolvent.

A. L. Smith, for Frederick Garraway, the petitioner.

Nov. 23—Mr. Fleming, Q.C. (Chief Commissioner).—This matter comes before us on objections which have been filed on behalf of Mrs. Osborn and her infant son, against making absolute the conditional order for the sale of a property in Antigua called "Blackman's," which has been obtained on the petition of Mr. F. Garraway. The first objection urged is of a formal character, and is founded upon the case of *Farquharson* v. *Balfour*, decided by the late Vice-Chancellor of England in 1836 (2 Sim. p. 210). In that case it was held that a consignee, whilst continuing to act as consignee, could not ask to have a balance due to him on the then state of his accounts paid out of the *corpus* of the estate, but the Vice-Chancellor based his judgment on the inconvenience which must result to all parties from consignees being allowed from time to time to come to the court, and to ask as often as the balance was in their favour for payment out of the *corpus*, and fully admitted that when the accounts were finally closed, the consignees were entitled to be paid out of the *corpus*. That case consequently, irrespective of the special provisions of the Act which constituted this jurisdiction, has no application to cases in our court, as every petition for a sale of necessity implies an application for the final settlement of the accounts of the consignee, and a cessation of the consigneeship. This objection cannot therefore, in my opinion, be sustained.

The next objection is founded upon the case of *Chambers* v. *Davidson*, as decided in this court, and afterwards in the Privy Council. That case, however, merely affirmed a proposition which could scarcely be considered open to question—that where a consignee acted under the provisions of a written instrument, he was bound by those provisions. I entirely adhere to that decision. In the present case it is said that Mr. Garraway acted as consignee under a deed dated on the 16th of September, 1857, and it has been laboriously and most ably argued before us, that that deed was fraudulent, and therefore void. If it were established that the deed of 1857 were void, it could scarcely help the case of the objectors, for, if we could not regard that deed, then Mr. Garraway, who certainly acted as consignee from 1857, must be held to have acted as consignee by parol, and to have all the rights attaching to him in that character; but I am very clearly of opinion that the deed of 1857 is in no sense fraudulent.

Mr. Osborn, the testator, under whose will the objectors make their title to the estate, was seized of several estates in Antigua, and devised them all to certain trustees for a term of fifty years, upon trust, to either let them, or to manage, cultivate, maintain, and keep them up, with the most ample powers of management, and after payment of all charges and expenses, to pay out of the income of the estates certain debts specified in the will, and he devised Blackman's estate, after the expiration of the term, and in the meantime subject thereto, to the use of the objector, Mrs Matilda Osborn, for *life*, in trust, as to a moiety, during her life, for her separate use, and as to the other moiety to her son, the other objector, who was then and still is under age, with remainder of the entirety to the son after her decease. The testator's debts charged upon his Antigua estates were apportioned, and £844 was the amount charged upon Blackman's. Mr. Barrett, of Antigua, was the only acting

trustee under Mr. Osborn's will. He entered into possession of the testator's estates, but it is stated that the income from Blackman's did not enable him to pay the £844 charged upon it. The objector, Mrs. Osborn, was anxious to obtain possession, and she paid the money to Mr. Barrett, to enable him to pay off the debts, having first obtained the required sum from Mr. Garraway. It would be clear under this state of circumstances that the objector, Mrs. Osborn, the tenant for life of the moiety, would have a charge upon the estate for the amount which she found to pay off the debts; but in the indenture of release, dated on the 12th of November, 1858, by which Mrs. Osborn released Mr. Barrett, the trustee, and to which Mr. Garraway was a party, it is recited that Mr. Barrett had applied the net proceeds in payment and discharge of the debts by the will directed to be paid, and that the debts were wholly paid and discharged. It was insisted before us that both Mrs. Osborn and Mr. Garraway were estopped by this recital from saying, however the fact might be, that Mrs. Osborn found the money for payment of the debts, or that she or her assignee had still a charge or lien upon the property, in regard to them. I think, however, that Mrs. Osborn, who obtained the money from Mr. Garraway, cannot be heard in support of this contention, and that it is open for her or her assignee to show as against the other objector, that the recital was erroneous, and the indenture of release itself affords strong evidence to show that the recital was inserted, however improper it may have been to insert an incorrect recital, more as a matter of form, in order to discharge the trustee, than as a matter of fact, for it proceeds to say that Mr. Barrett had not rendered his accounts, and that Mrs. Osborn and Mr. Garraway had waived all accounts. There is also a memorandum, although of later date, annexed to the indenture, in which the £844 and the debts apportioned on the other estates are stated and treated as still payable, together with the interest upon them. I am therefore of opinion that it is open to the parties to establish by evidence that the debts were actually paid by Mrs. Osborn, or on her behalf, and that the accounts of the estate between the testator's death and the date of the indenture of release show that they were not paid out of the income of the property, as stated in the indenture. I have gone thus fully into the point as to the testator's debts, because the provisions in the deed of 1859 in relation to them have been so strongly insisted upon as establishing a case of fraud.

The general question of the lien of a consignee upon the corpus of the estate for the balances eventually found due to him has not been disputed on the present occasion, nor has it been doubted that the objector, Mrs. Osborn, had full authority to appoint a consignee, and to give him all the rights attaching to the character of consignee. The case consequently resolves itself into the effect of the deed of 1857, and of a subsequent deed of 1859.

Mrs. Osborn, the objector, was trustee of the whole estate, and clearly entitled, subject to the term of fifty years, to possession, and to validly appoint a consignee; and I think that she did validly appoint the Messrs. Garraway, now represented by the petitioner, consignees, as the deed of 1857 provided that they should find all the necessary money and supplies, and that the produce of the estate should be consigned to them; and such provisions of necessity assumed that they were the consignees of the estate.

Although Mrs. Osborn was tenant for life and beneficially entitled during her life only to a moiety of the estate, the consignee would certainly have a charge upon the corpus for all moneys properly expended by him in his character of consignee, and the only question upon the deed of 1857 is, whether it cut down the rights which the consignee would otherwise have had to a charge upon the beneficial interest which Mrs. Osborn had in a moiety of the estate. I think it did not.

The rights of a consignee do not in any manner depend upon the estate of the person in possession. It is almost a matter of necessity that they should not. If they did, it would be very difficult, if not impossible, to find merchants willing to act as consignees, and a vast number of plantations must go out of cultivation. It frequently happens that the title of a person in possession of a West Indian plantation is of the most flimsy nature, and in many cases in this court it has been with great difficulty that the title to the inheritance has been ascertained, and in several it has been found impossible to trace it.

Mrs. Osborn dealt with all the estate, right, title, share, and interest to which she was entitled in possession, expectancy, reversion, or otherwise under the testator's will, and it is not only clear that she had a sufficient estate under the will to enable her to appoint, but that it was absolutely necessary, if the estate were to be cultivated and maintained at all, that she should have the power to appoint a consignee, and of giving the person appointed the ordinary rights of a consignee of a West Indian estate. Such a power necessarily attaches to every proprietor of West Indian property, whatever his estate in that property may be. It has, however, been strongly insisted upon that the trusts of the deed of 1857 were fraudulent, and that we must therefore hold the deed void. The deed provided that the moneys which had been advanced, or which, under the agreement mentioned in the deed, should be advanced to or for the accommodation of the objector, Mrs. Osborn and her husband, by the Messrs. Garraway, should be repaid to them out of the income of the estate, without taking any notice or making any provision in reference to the share to which their infant son was entitled under the will, and the deed further provided that the final surplus of income should be paid to Mr. and Mrs. Osborn without reference to the infant or his interest. The deed of 1857, as is proved, was made under the mistaken idea that the objector, Mrs. Osborn, was entitled during her life to the whole income of the estate, but if it had not, I should have had great difficulty in holding that the provisions insisted upon were sufficient to avoid the deed on the ground of fraud, as Mrs. Osborn was clearly trustee for her son, and could in regard to strangers deal with the estate, although she was personally responsible to her son for his share of the income from the testator's death, and in her character of trustee for her infant son she was certainly entitled to receive the income from the manager of the estate. But as these provisions were inserted under a mistake as to the true interests of the parties under the testator's will, and were rectified by the deed of 1859, and as the deed of 1857 only assumed to deal with such interests as Mr. and Mrs. Osborn could lawfully deal with under the testator's will, it appears to me impossible to hold that it is void on the ground of fraud. Mistake is not fraud; and if there were any fraud, which I do not for a moment believe, it was a fraud against the Messrs. Garraway, as Mrs. Osborne by the deed proposed to give them, in regard to their advances for Mr. Osborne and herself, a security which she could not grant. I therefore think that the Messrs. Garraway were lawfully constituted consignees, and that the effect of the deed of 1857 was not to cut down their rights as consignees to a charge upon the life estate of Mr. Osborn in a moiety of the income.

On the merits of the case, it only remains to consider the effect of the deed of 1859 upon the rights of the Messrs. Garraway as consignees. I think that they were validly appointed consignees by Mrs. Osborn, and they certainly acted as consignees from 1857, and were the consignees of the estate when the deed of 1859 was executed. If my view be correct, and the Messrs. Garraway had the ordinary rights of consignees from 1857, the only question now before us is whether the deed of 1859 deprived them of those rights, and made their lien as consignees merely a charge upon Mrs. Osborn's life interest in a moiety of the estate. I have carefully read over the deed of 1859, and think that it had no such effect. It rectified the provisions of the deed of 1857 by preventing any future payments out of the whole income in discharge of the personal debts of Mr. and Mrs. Osborn, and by directing the moiety of the surplus income to be accumulated for the benefit of the infant, after payment of the allowance made by the Court of Chancery out of his share. It also provided that so much of the money advanced for the payment of the testator's debts by Messrs. Garraway, by the direction of Mrs. Osborn, as remained due, as well as the expenses of cultivation, should be paid out of the produce and income of the estate before any division was made in shares, but I do not find any provision which deprives the Messrs. Garraway of any rights which they had as consignees; and it appears to me that the whole object and scope of the deed of 1859 was to secure the advances made by the Messrs. Garraway, for the personal benefit of Mr. and Mrs. Osborn, by policies of insurance, and afterwards to direct the application of the income of the estate in a legal manner during the lifetime of Mrs. Osborn, having due regard to the rights of the infant. If the charge of the debts of the testator upon the entire income be not valid, it is merely a question of account, and can in no

manner affect the rights of the Messrs. Garraway as consignees.

I therefore hold that the Messrs. Garraway were lawfully appointed consignees by the objector, Mrs. Osborn, with all the rights, including the right of a charge or lien upon the corpus of the estate, attaching to the character of consignees, and that their rights as consignees were neither intended to be nor were in fact or in law altered by the deed of 1859, and that on the merits of the case, should a balance be found due to them in their character of consignees, they are entitled to have the conditional order for sale made absolute.

It has, however, been urged before us that as a suit is pending in Chancery by which the infant, by his next friend, prays to have the accounts of Mr. Garraway, the petitioner in this court, taken, we ought not to make the order absolute until the result of that cause is ascertained. I, however, do not concur in that view, the accounts can be taken as well in this court as in Chancery, and at a much less cost to all parties; whilst this court, as it can deal directly with the estate itself and the possession of it, can give the petitioner relief which the Court of Chancery cannot, and if the petitioner be entitled to sue he certainly has a right to come to the Court which can afford the most complete relief.

The objection that Mr. Garraway in certain dealings with the firm of Overend & Gurney in relation to his interest in several West Indian plantations, including Blackman's, must be held as a trustee for the infant objector, and bound to give him the benefit of those dealings so far as relates to Blackman's, appears to me so unfounded as to render it unnecessary to comment upon it.

It is, however, said on behalf of the objectors that they can prove that no debt is due to the petitioner in his character of consignee, and they are certainly fully entitled to establish that case if they can.

I, therefore, think the proper order to make is to direct the conditional order to be made absolute, with liberty to to the objectors to apply to set it aside on or before the 31st of January next.

Mr. Cust, Assistant Commissioner, concurred.

Solicitor for the petitioner, *Spofforth*.

Solicitor for the owners, *Spaull*.

APPOINTMENTS.

Sir Andrew Fairbairn, barrister-at-law, has been elected President of the Leeds School Board. Sir Andrew is a son of the late Sir Peter Fairbairn, Mayor of Leeds (who was knighted in 1858, when the Town Hall of Leeds was opened by the Queen), by Margaret, daughter of Robert Kennedy, Esq., of Glasgow. He was born at Glasgow in 1828, and was educated at Geneva and at Glasgow school, whence he proceeded to St. Peter's College, Cambridge. There he graduated B.A. (37th wrangler) in 1850. He was called to the bar at the Inner Temple in April, 1852, and went the Northern Circuit and West Riding Sessions, but relinquished practice in 1856, to join an engineering firm at Leeds, of which he is now the head. Sir Andrew was elected Mayor of Leeds in 1866 and again in 1867. In 1868, during his second mayoralty, the Prince of Wales visited Leeds to open the exhibition there, and on this occasion the mayor was knighted by patent. Sir Andrew Fairbairn resigned the mayoralty in September of the same year, in order to become a candidate for the representation of Leeds, but was unsuccessful at the general election. He married, in 1862, Clara Frederica, a daughter of Sir John L. Loraine, Bart.

Mr. John Saxelbye, solicitor, of Hull, has been appointed by Mr. Charles H. Wilson, Sheriff of Hull, to be Under-Sheriff during his year of office. Mr. Saxelbye was admitted in 1829, and is a member of the local firm of England, Saxelbye, Roberts & Sharp.

Mr. Robert Gudgeon Hinnell, solicitor, and Town Clerk of Bolton, Lancashire, has been appointed (*pro tem.*) Clerk to the Bolton School Board. Mr. Hinnell was admitted in 1851, and is a member of the Bolton firm of Hinnell & Mangnall.

Mr. John Thomas Belk, solicitor, and Town Clerk of Middlesbrough, Yorkshire, has been elected Clerk to the Middlesbrough School Board. Mr. Belk was certificated in 1859, and is also Clerk to the Borough Justices.

GENERAL CORRESPONDENCE.

An Appeal.*

Sir,—Will you permit me to acknowledge through your columns the receipt of the undermentioned sums on behalf of Mr. Crew, in consequence of the appeal you kindly allowed me to make? We shall be very grateful for any further contributions. Jno. Mackrell.

21, Cannon-street, Dec. 21.

J. Aldridge, Esq., £3 3s.; G. Alsop, Esq., £1 1s.; S. Adams Beck, Esq., £5; G. P. Bidder, jun., Esq., £3 3s.; Mrs. Bain, £5; Rev. W. R. Bain, £2;—Bothamley, Esq., £1; J. Bennett, Esq., £1; Messrs. Crawley, Arnold, & Green, £2 2s.; S. Cornell, Esq., £4 4s.; A Friend, 10s. 6d.; A Friend, 5s.; Rev. G. R. Gleig, £5; F. H. Gray, Esq., £10; Rev. H. Gray, £5; J. Haines, Esq., £5;—Hewlett, Esq., £1 1s.; H. B. Ince, Esq., £3 3s.; C. R. Lucas, Esq., £5 5s.; S. Lickorish, Esq., £2 2s.; J. C. Lethbridge, Esq., £1 1s.; J. Bowen May, Esq., £1 1s.; G. E. Mead, Esq., £1 1s.; E. J. Milliken, Esq., £1 1s.; E. Newman, Esq., £1 1s.; —Payne, Esq., £1; C. Rowland, Esq., £10; H. T. Raven, Esq., £2 2s.

FOREIGN TRIBUNALS & JURISPRUDENCE.

AMERICA.

Supreme Court, Michigan.

The Michigan Southern and Northern Indiana Company v. *McDonough et al.*

Carriers of live stock.

In this important case, the appellees sued the appellant to recover damages for injuries to live stock transported by it; seeking to hold the company upon its strict common law liability as common carrier. We give below the material portions of the opinion.

For the purposes of this case it may be assumed that this company, by their charter and act of consolidation, are required to take upon themselves the business of common carriers, and to transport as such all such property tendered to them for that purpose as was usually transported by railroads as common carriers at the date of the charter of the Michigan Southern Railroad Company in 1846, and any other kind of property which in the progress of invention and business might be tendered for such carriage, which should not, from its nature, impose greater risks, or of a different character, or demand more labour and care for its protection, or require an essentially different mode of managing their road, or the incurring of extra expenses on account of the different character of such new kinds of property.

But the transportation of cattle and live stock by common carriers by land was unknown to the common law when the duties and responsibilities of common carriers were fixed, making them insurers against all losses and injuries not arising from the act of God or of the public enemies. These responsibilities and duties were fixed with reference to kinds of property involving, in their transportation, much fewer risks, and quite a different kind from those which are incident to the transportation of live stock by railroad. Animals have wants of their own to be supplied; and this is a mode of conveyance at which, from their nature and habits, most animals instinctively revolt; and cattle especially, crowded in a dense mass, frightened by the noise of the engine, the rattlings, joltings, and frequent concussions of the cars, in their frenzy injure each other by tramping, plunging, goring, or throwing down; and frequently, on long routes, their strength exhausted by hunger and thirst, fatigue and fright, the weak easily fall and are trampled upon, and, unless helped up, must soon die. Hogs, also, sometimes swelter and die. See per Parke, B., in *Carr* v. *Lancashire and Yorkshire Railway Company* (7 Ex. 712, 713). Denio, J., in *Clark* v. *Rochester and S. Railroad Company* (14 N. Y. 573). It is a mode of transportation which, but for its necessity, would be gross cruelty, and indictable as such. The risk may be greatly lessened by care and vigilance, by feeding and watering at proper intervals, by getting up those that are down, and otherwise. But this imposes a degree of care, and an amount of labour so different from what is required in reference to other kinds of property

* *Ante* p. 61. Contributions may be paid to T. M. Blome, Esq., at Messrs. Cocks, Biddulph, & Co., Charing-cross.

that I do not think this kind of property falls within the reasons upon which the common law liability of common carriers was fixed.

In *McManus* v. *Lancashire Railway Company* (2 H. & N. 702, 6 W. R. 330) the Court say: "We are able to decide this case without referring to the second point made by the defendants, viz., the alleged distinction between the liability of carriers as to the conveyance of horses and live stock and ordinary goods; but should the question ever arise, we think the observation which fell from Baron Parke, in *Carr* v. *Lancashire and Yorkshire Railway Company*, is entitled to much consideration." In the same case, on appeal in the Exchequer Chamber (7 W. R. 647, 4 H. & N. 346), Erle, J., speaking of the condition of the contract in that case, says: "This condition is imposed in respect of horses. And I find neither authority nor principle for holding that defendants were bound to receive living animals as common carriers."

In *Palmer* v. *Grand Junction Railway Company* (4 M. & W. 758) Parke, B., interrupting counsel, asks: "Does the rule as to negligence apply to live animals, as horses? Of course, if they are stolen it would, but is it so when they are delivered, although hurt or damaged? If not delivered, the carrier would be liable; but they would not be liable for a mere accident to an animal, supposing the carriage to be safe and good and properly conducted." This case was decided in 1839, when the question was comparatively a new one. And it is quite manifest that Baron Parke, in the above remarks, had reference to the question as one of common law merely; when he comes to decide the case (on pp. 767 and 768), holding that if the company choose to carry (horses), and do not take care to accept the goods with a limited responsibility, then, by accepting them, the company must be held to have accepted as common carriers, it is equally manifest that the decision is rested wholly upon the statute which he cites, expressly enumerating "cattle with other goods, wares, and merchandise, articles, matters and things," which the company were authorised to carry, placing all apparently upon the same ground.

The conclusion, from the statute, would seem to have been quite as broad at least as the premises would warrant. But it had the statute, such as it was, to rest upon. It may however well be doubted whether the decision would have been the same if the question had arisen for the first time after the decision in *Oxlade* v. *North West Company* (15 C. B. N. S. 680) to be hereafter noticed, and that of *Pardington* v. *South Wales Company*, (1 H. & N. 392, 5 W. R. 8), decided in November, 1856. In the latter case the question arose upon the reasonableness of a notice given by the company to a shipper of cattle, under 17 & 18 Vict. c. 31, s. 7 (Railway Traffic Act of 1854), which expressly held the company "liable for the loss of, or injury done to, any horses, cattle or other animals," or to any goods, &c., unless the conditions fixed by the notices, &c., should be held by the Court to be just and reasonable. Martin, B. (interrupting counsel), says: "The common law liability of common carriers does not apply to cattle at all. In former days they were not carried. They might, therefore, but for the statute, make what conditions they pleased." Pollock, C.B., also says: "Why should they not say, If you insist upon our carrying your cattle, we will carry them; but it must be upon the terms that we shall not be responsible for any injury which may happen to them. They hold themselves out as carriers of horses and cattle *sub modo*."

The drovers went with the cattle, as in the present case, and Martin, B., in giving his judgment, says, "I doubt the liability of the company at all, even if there had been no stipulation on their part; for the fault, if any, was the fault of those who went by the train with the cattle." All the judges held the notice reasonable.

It will be noticed that, in England, by the statute cited, railroad companies are common carriers of cattle, horses, &c., and bound to carry as such, if insisted upon by the shippers, except as they may limit their liability by notices or contracts which the Court hold reasonable; and that the statute cited in *Palmer* v. *Grand Junction Railway Company* (4 M. & W. 758), was then held to have the effect to make them common carriers of such property, if they accepted it without conditions. (In that case, however, there was no evidence of their having held themselves out as doing such business *only* on special terms). But this case has been frequently cited in this country as if it had been upon common law reasons only, and applied to cases were there were no such statutes as that upon which it was clearly rested by the Court. Thus (without enumerating other instances), in *Kimball* v. *Rutland Company*, 26 Vt. 247, the Court, after very correctly holding that the company, by publicly offering to take cattle at one price with the common law liability, and at another and less rate when the owner assumed the risk, thereby held themselves out and became common carriers of cattle, proceed to cite this case of *Palmer* v. *Grand Junction Railway Company*, as proving the proposition that "the fact that the company have undertaken such transportation for him, and for such persons as choose to employ them, establishes their relation as common carriers." The remark was correct enough, if applied to the facts of that case. But the language is much broader than is warranted by the case cited.

Upon sound principle and upon the English authorities, I think it clear that the transportation of cattle by railroad does not come within the reasons of the law applicable to common carriers, so far as relates to the care of the property and responsibility for its loss or injury.

And the Court decide, further, that as the company did not hold themselves out as insurers of live stock, and were not made so by their charter or any of the statutes of the State, they were not liable to the plaintiffs in this action. In *Smith* v. *New Haven and Northampton Railroad Company* (12 Allen, 531) it was held by the Supreme court of Massachusetts that common carriers of live stock were not responsible for injuries caused by the peculiar character and propensities of the animals to themselves or each other.—*American Law Review.*

OBITUARY.

MR. R. F. YARKER.

Mr. Robert Francis Yarker, solicitor, of Ulverston, Lancashire, expired on the 8th of December at his residence near that place. Mr. Yarker was certificated in 1827, and for nearly forty years had filled the office of Clerk to the Magistrates for the Hundred of Lonsdale-north-of-the-Sands. The deceased gentleman represented a branch of the old family of the Yarkers, of Leyburn Hall, Yorkshire. This branch of the Yarker family had been resident in Ulverston and its neighbourhood for upwards of eighty years.

SOCIETIES AND INSTITUTIONS.

METROPOLITAN AND PROVINCIAL LAW ASSOCIATION.

THE HIGH COURT OF JUSTICE BILL.*

The first report of the Royal Judicature Commission, and the bill which was brought into Parliament by the Lord Chancellor for the purpose of carrying out the report of the commissioners, have been hailed, both by the public and by the major part of the legal profession, with approval. It is to be regretted, however, that the bill was not prepared by the commissioners in place of being introduced into Parliament by a minister of the Crown on his own responsibility. It would probably have been better if the Judicature Commission had withheld their report until they had framed their ideas into the full form of an Act of Parliament for constituting the proposed new court, and a code of rules and orders for regulating its procedure; or else if the bill, when framed by her Majesty's Government, had been submitted to the commissioners for their approval, and had been put forth with their sanction, so that Parliament might have been fairly asked to pass it in its entirety without damaging it by hastily framed and necessarily ill-considered alterations. It might almost be said that if an important measure of law reform cannot be passed without serious alterations in committee it had better not be passed at all, as a case for altering such a bill is a case for sending it back to its framers to be remodelled.

The High Court of Justice Bill was abandoned last session, but it may be assumed that some legislation on the subject will be attempted in the next session, and probably the same bill, more or less modified, will be re-introduced. It will be most convenient, therefore, for the practical object of influencing legislation on the subject of the establishment of a supreme court or high court of justice to consider the

* A paper read at the meeting of the Metropolitan and Provincial Law Association, on the 12th of October last, at Bristol, by Mr. William A. Jevons.

subject with reference to the bill of the Lord Chancellor, though without laying much stress upon details which may be materially altered when the measure is re-introduced. The object of the present remarks will, therefore, be, first, to point out a few general merits and a few leading defects in the High Court of Justice Bill; and, secondly, to discuss what the future bill for establishing the high court ought to contain.

The principal merit of the bill before us is that it attempts to carry out the recommendations of the report of the royal commissioners by an amalgamation of the Courts of Chancery, Queen's Bench, Common Pleas, Exchequer, Admiralty, Probate and Divorce into one tribunal, and the fusion of the two systems administered in the courts of law and equity into one system under which, when law and equity differ, equity is to prevail. It is impossible to exaggerate the magnitude of this change, or the important and beneficial results to which it may be expected to lead. The absurdities of the present system, by which one court prohibits a plaintiff from proceeding in another court, and whereby the same person must necessarily succeed in one court and necessarily fail in another upon the same facts, and where expensive litigation turns upon the question of, not whether the plaintiff is right or wrong, but whether he has chosen the right tribunal, have been too often enlarged upon and are too well-known to require to be dwelt upon here. The question now is, not whether the fusion of law and equity is right or desirable, but how it may be best effected. There are two courses of effecting this end that naturally present themselves for consideration—one is the slow, but apparently scientific, process of drawing up a code or system of law, which should consolidate or fuse legal and equitable principles producing a homogeneous system, which, without altering the present laws, should state the result which is produced by our present twofold system, and inasmuch as equity now overrides law, should obliterate such rules of law as are inconsistent with equity. The other is to enact at once that law and equity shall be blended, equity prevailing where they differ, but leaving the tribunal itself, in each case brought before it, to perform the task of achieving the desired result. The latter of these two courses is the one that has been adopted by the Lord Chancellor.

The formation of a code of combined law and equity, would be a task of such magnitude, that the adoption of it, as a condition precedent to the fusion of law and equity, would postpone indefinitely the desired reform; and the substitution of the rigid rules of a written code, in place of our elastic system of case law, would produce another change which, whether wise or unwise, is not at all connected with the question of the fusion of law and equity. On the other hand, there can be no insuperable difficulty in an equity lawyer sitting with common lawyers, and informing his colleagues to what extent the rules of equity would modify the decision which they as common lawyers would otherwise have arrived at, nor can there be any practical difficulty in arriving in each particular case, when the facts are once presented to the Court, at the conclusion of what would be the result when equitable principles were applied to modify or control the conclusions of the common law. The main difficulties in the fusion of law and equity consist in the fusion of the practice, and not in the fusion of the principles. These considerations point to what appear to be two main defects in the bill as presented to Parliament, namely, first, that it did not provide tribunals fitted to produce by their own decisions, unassisted by a written code, a system of law combining legal and equitable principles; and secondly, that it left the real difficulties of the problem to be solved by rules and orders to be hereafter prepared; so that, in fact, it advanced us but a small way toward the desired result.

As to the first point, the bill provided (clause 2)—[In speaking of this bill, it will be sometimes necessary to refer to the clauses by number, and the numbers used in these remarks are the numbers of the clauses in the copy of the bill as it came down from the House of Lords to the House of Commons, and was ordered by the latter House to be printed on the 24th June, 1870.] That the High Court of Justice should be divided for the convenient despatch of business into five divisional courts, to be styled respectively the Court of Chancery, the Court of Queen's Bench, the Court of Common Pleas, the Court of Exchequer, and the Probate, Divorce, and Admiralty Court, and in clause 15 it was provided that the said divisional courts should, from and after the passing of the Act, be composed of the existing judges of the courts now passing under the same names. This latter clause is classified in the bill, under the heading of what are called temporary provisions, but to what extent they are to be temporary, is not indicated. It is obvious that the result of these provisions would have been simply the continuance of the present courts under the name of Divisional Courts of the High Court of Justice, and it cannot be doubted that in practice the business would have been divided just as it is now, so that the experiment of a fusion of the courts of law and equity would, in fact, never have been fairly tried at all. No practitioner would have brought a suit which savoured of equity in the Divisional Court of Queen's Bench, or an action of debt in the Divisional Court of Chancery; and the result would have been that the judges of the Divisional Court of Chancery would have had no practice in what we now call common law, and the judges of the Divisional Courts of Queen's Bench, Common Pleas, and Exchequer, little or no practice in what we now call equity. Consequently, when an action or suit similar to a common law action of the present day, to which there was an equitable, but not a legal answer, was brought, the plaintiff would naturally choose the Divisional court belonging to one of the old sets of common law judges, who would, when the defence came to be brought forward, have to deal with the matter on equitable principles, without the assistance of an equity lawyer, so that each set of lawyers—the common lawyers and the equity lawyers—would be jealousy kept apart, and yet expected to elaborate separately a new system of combined law and equity. It would be waste of time to enlarge upon the inevitable break-down of such an experiment. In fact, the proposal to amalgamate the courts in name, while the existing divisions are preserved, presents little or no advantage over a measure simply amalgamating law and equity, and leaving the courts as they are.

Until our two systems have become so completely fused that our present distinctions between common lawyers and equity lawyers have ceased to exist, it is essential that equity and common law judges should be compelled to sit together to administer the new system, and by no other means can the proposed fusion be accomplished without evils greater than those proposed to be removed.

The next most striking defect in the bill, is that, as before noticed, it was a mere outline of a measure and left the all-important practice of the new court to be settled by rules and orders which are not yet drawn. It is very easy by a stroke of the pen to enact that law and equity shall be fused; and, as has been attempted to be shown, the decision of any one case under the new system, when such case was once presented to the Court, would not present any serious difficulty to a properly constituted court, but the real difficulty of introducing the new system would lie in the practice. At present litigation as it arises is divided by the practitioners between the equity and common law courts, according to the nature of each case, and the tribunal having been once selected the practice is selected also; but when the distinction between actions and suits is abolished, how is the practice to be regulated? Are we to adopt the common law practice or the chancery practice for the new proceedings? Or are we to retain both systems and attempt to classify business into two divisions, one of which is to be dealt with according to a system of practice corresponding with the present chancery practice, and the other according to a system corresponding with the present common law practice? It is clear that the two first-mentioned alternatives must be rejected at once, and the third would, in all probability, lead us back again into many of the evils of the present system. To solve all the difficulties involved in creating a code of practice for the new court would be to draw up, to say the least, the heads of the rules and orders, and is beside the purpose of the present remarks. It is sufficient for our present purpose to indicate the importance and difficulty of the task.

It is by no means certain that the benefit to be derived from an assimilation of the practice of our two sets of courts would not be quite equal to the advantages to be derived from the fusion of the principles adopted by such courts. The object of both systems is to administer justice, and as a means to that end, to discover the truth or pronounce the law, where the facts or the law are in dispute. There cannot be two best ways to those ends, and it is to be hoped that a close and careful comparison of the two systems may lead to the discovery of something better than either.

The mode in which the rules and orders were proposed by the Lord Chancellor's bill to be prepared was changed whilst the bill was passing through the House of Lords, but in neither case were the proposals altogether satisfactory. The first form of the bill empowered the Queen in Council to frame rules and orders; the bill as brought into the Commons gave the same power to the Queen with the advice of the Lord Chancellor. The Royal Commission from which the suggestions emanated that are embodied in the bill is still sitting, and if they are considered too large a body, or otherwise unsuited for the labour of drawing up a code of procedure, it would surely have been better to entrust the work to another commission of known and responsible lawyers who should be well paid for their labour, than to the irresponsible hands of some unknown draftsman.

The proper distinction between rules and orders and statutory enactments seems, however, to have been somewhat lost sight of in the Lord Chancellor's bill. It was proposed to enact by the 12th clause that the rules and orders when drawn up should be confirmed by Act of Parliament, and, when so confirmed, should be of the same force as if contained in the Act. The result of this would have been to have fixed the practice of the court by statute, and as a necessary consequence to have deprived the High Court itself of any power of modifying or altering its own rules. The distinction, therefore, between the statutory enactments and the rules and orders would have become one of mere name and not of substance, both would have been of equal force and both equally unalterable except by the same authority that created them. This would have defeated all the object of making a distinction between statutory provisions and rules and orders, which can only be that a statute should include the main features of a proposed law reform, and should confer powers which a statute only can convey, and that the details should be worked out in rules and orders, which should be subject to revision and modification as experience of their practical working might dictate.

Moreover, it is by no means clear that the course proposed by the Lord Chancellor of first passing the statute and then drawing up the rules and orders is the best way; on the contrary, it would probably be a preferable course that both the statute and the rules should be drawn up at the same time and by the same hands; for where the whole subject-matter is so novel it would be next to impossible to decide, before the whole work is complete, what matters should be treated as of the essence of the measure, or for other reasons requiring the authority of Parliament, and what should be treated as matters of detail, subject to future alteration and revision. There are, however, further points which ought to be dealt with in any measure for establishing such a tribunal as the High Court of Justice is intended to be, on which the bill of the Lord Chancellor is altogether silent. Any adequate measure for amalgamating the courts of law and equity, admiralty, probate, and divorce, and fusing their separate systems should make provision for the the following matters, namely:—

1. The comprehension in one system of all courts for the administration of justice in civil suits.
2. The concentration and amalgamation of the offices of all courts proposed to be amalgamated by the bill.
3. The transaction of the merely ministerial and interlocutory business of provincial suits in the localities where they arise.
4. The hearing in the provinces of cases now the subject of equity and admiralty jurisdiction.
5. More frequent opportunities for trial or hearing of cases in the provinces.

The reform now proposed is so sweeping, and the effect of it will so completely revolutionise the constitution and practice of the courts, that it would be folly to make such a change partially, and without revising the whole system of the administration of justice in civil suits. Such a change as is proposed will, however carefully it may be conducted, cost the public no inconsiderable sum in litigation before the effect of the new enactments is settled; and it would be sheer waste of force to make such changes partially and as to some courts only, and not at the same time as to all courts having jurisdiction in civil suits. Indeed, when it is proposed to alter not merely the forms of procedure in the courts to be affected by this new measure, but the very law itself to be administered in such courts, it is not merely a matter of convenience, but a matter of absolute necessity, that all courts of jurisdiction in civil matters should be included in the same measure. In illustration of this position it is sufficient to refer to the 9th section of the Lord Chancellor's bill, which enacts that law and equity so united as aforesaid may be administered in all the aforesaid courts—that is, in the courts amalgamated by the bill, namely, the superior courts at Westminster, and, excluding the Courts of Chancery and Common Pleas of Lancaster and Durham, the Lord Mayor's Court in London, and all other local courts of record, and the county courts. If this clause were to pass into law, the result might happen that the same judge at the same assize might be obliged to deal with two cases in the same cause list according to two different systems. For instance, at the Manchester or Liverpool Assizes there might be brought actions by the same plaintiff on the same facts, to both of which there might be an equitable defence not pleadable under the Common Law Procedure Act as an equitable plea; one of such actions might have been brought in the High Court and the other in the Court of Common Pleas of Lancaster; in the former the defendant must necessarily succeed, and in the latter the plaintiff. In short, to have the proposed new system of fused law and equity administered in the High Court, and the present separate systems of law and equity administered in all other tribunals, would be such a scandal in the administration of justice as could not be allowed to exist even temporarily; and that this is the case has been already conceded by the Government when they extended the scope of the inquiry committed to the Judicature Commission by including in it the county courts and local courts of record.

The second point above referred to as necessary to be included in the proposed measure is the concentration of the offices of the courts. If we were creating an entirely new system of administering justice in civil suits in a new country, untrammelled by existing institutions, no one would ever dream of creating such classes of officers as we now possess for discharging the ministerial and semi-judicial parts of the business of the courts. For example, a proposal to have three sets of officers, such as the clerks who issue writs and enter appearances at common law, all doing the same duties, and all absolutely independent of each other, and a like number of different sets of officials for every stage of the action, would be a proposal too ludicrous to be seriously brought forward. Therefore, one step in the proposed reform must be that the present offices of the courts proposed to be amalgamated must be no longer kept distinct, but that one set of duties must be performed by one set of officers only. This remark shows how important, in such a measure as that we are now considering, is even the slightest departure from sound principle. The Judicature Commission recommended that the divisions of the Supreme Court should be allowed to preserve the titles of the present courts, and the Lord Chancellor thereupon goes a step further, and converts the present courts, just as they stand, into the divisional courts of his purposed High Court; the consequence would inevitably be that each of the present courts, inasmuch as it retained for all practical purposes its separate existence, would manage to retain its separate set of officers also, and that the present division of business would be perpetuated. The threefold division of common law business between the officers of the three superior courts is the most obvious instance of the evils of the present system, but similar remarks apply to some extent to the division of business between different sets of officials in the same court, all independent of each other, and some of whom, such as the chief clerks of the Chancery judges, are overworked, and others only half, and some not even so much as half, employed.

There can be very little hesitation in concluding that, with a view both to cheapness and efficiency, there should be but one office or department for the business of the new court, and that the head officials, be they called masters or registrars, should discharge the higher class of duties next to those of the judges, such as those which are now discharged by masters at common law and taxing masters, registrars, chief clerks, and examiners in chancery and associates at the assizes; and that all inferior duties should be committed to a staff of assistants and clerks of different grades, and that in such department the assistants and clerks should be subject to the superintendence and control of the superior officers, who should be responsible for those under them, and that they in their turn should be subject to the control of and responsible to the judges. The mode of exercising the sort of control suggested, and of providing for

the due superintendence of so vast a department, is a matter of detail requiring careful consideration, but which cannot be entered into within the limits of this paper.

The foregoing remarks apply solely to that portion of the business of the High Court which must be done in London. The next question that arises is how far it is necessary that all office and interlocutory business in reference to actions and suits pending in the High Court should be sent to London. The present system of doing business in the superior courts renders necessary the employment of two sets of attorneys in every matter arising in the provinces. No doubt that must continue with reference to litigation between parties residing at a distance, but where they both reside in the same town there would be no practical difficulty in doing all or the greater part of the business of an action or suit on the spot at a material saving of time and cost. That this can be done, is no longer a matter of mere argument, as the same thing is practically now done in the district registries of the Courts of Chancery and Common Pleas of the county of Lancaster, the whole proceedings in a common law action tried at the assizes being now taken in the district offices at Liverpool, Preston, and Manchester, with the sole exception of appeals to a judge against orders of the district prothonotary. The business at these offices is, for the most part, very satisfactorily done, and is rapidly on the increase. This fact may be said to decide the question of the introduction of local registries of the High Court of Justice, as it would be impossible either to deprive the inhabitants of Lancaster of facilities which they now enjoy and which are extensively made use of, or to withhold the concession of like facilities to other parts of the country wherever the amount of business is sufficient to justify the step.

Next, in importance to the transaction of the office business of a suit arising in the provinces is the trial or hearing of such suits. Whilst the trial at common law in an action arising in the provinces has been for centuries held at the assize town of the county where the cause of action arose or where the parties reside, a suit in equity or in admiralty has been hitherto heard exclusively in London. The inconvenience of this course as to a suit in admiralty where the witnesses are examined *viva voce* in court has long been felt. The same inconvenience has not applied in so great a degree to chancery suits, where the evidence is mostly written; but now that a common law action and a chancery suit are to be assimilated, there can be no longer any sufficient reason why proceedings in matters now the subject of suits in chancery, should not be heard in the provinces, if the convenience of the suitors dictates such course. In this case also the experience of Lancashire, and the precedent set in that county of having a chancery judge going on circuit, and the large and increasing amount of business done in his court, are conclusive upon the points both of the practicableness and the advantage of such a step.

But the needs of the provinces will by no means be exhausted by the concession of local offices, and the hearing of all classes of cases in the provinces. Another main grievance of the provincial suitor in the superior courts is the want of sufficiently frequent opportunities of trial.

The present assize system was created some centuries ago, and, no doubt, it was a great boon to the suitors of those days, that in place of having to go up to London or to follow the person of the Sovereign to obtain justice, they might have two opportunities in every year of having their cases tried in their own counties; but owing to the enormous increase of the provinces in population and wealth, and to the increased rapidity of transacting business due to railways and telegraphs, two sittings a-year for the trial of civil causes have become utterly unequal to the requirements of the day. In some places a third assize has been conceded to the pressure exercised on the Government by the country attorneys, but the real requirements of business in all the great centres of manufactures and trade go very much beyond even three assizes in the year. The evils of the present system are various. The importance of an assize is measured by the public by the number of cases tried, but it is well-known to the profession that the number of cases tried is far exceeded by the number of cases settled out of court, and that in a very great number of the cases so settled the settlement is only brought about by the near approach of the assizes and the impending trial. The evil of the present assize system has been more prominently brought out by the facilities of trial afforded under the county court system, for when the public are accustomed to a court which is in almost permanent sitting, they become impatient at the delay of bringing an action to trial at the assizes. So strong is this feeling that we shall be practically driven to choose between the two alternatives of improving the county courts so as to make them suitable, tribunals of first instance, and then extending their jurisdiction, or of completely changing the present assize system. A small change will not effect the object. The notion that the business of the provinces can be done in the London vacations, so that the assize bar may get all the business of their own circuits without losing any London business, must be entirely given up, and the practice of hurrying through the later cases in a cause list, with a view to as speedy a return as possible to London, must be put a stop to, by a change which will do away with all the inducements to such haste.

LAW STUDENTS' DEBATING SOCIETY.

On Tuesday, the 20th December inst., the question for discussion was No. cxcii. Jurisprudential:—"Should peers, becoming bankrupt, be disqualified from sitting in the House of Lords?" Mr. Austin opened the debate, and the question was decided, at a late hour of the evening, and by a small majority, in the affirmative.

LAW STUDENTS' JOURNAL.

EXAMINATIONS AT THE INCORPORATED LAW SOCIETY.

Hilary Term, 1871.

Intermediate Examination.

The Examiners appointed for the Intermediate Examination of persons under articles of clerkship to attorneys have appointed Thursday, the 19th of January, for the examination. Candidates for examination are to attend on that day at half-past nine in the forenoon, at the Hall of the Incorporated Law Society (Carey-street entrance). The examination will commence at ten o'clock precisely, and close at four o'clock.

Articles, &c., must be left with the secretary on or before Tuesday, the 3rd of January; and in case articles and testimonials of service have been already deposited they should be re-entered, the fee paid, and the answers completed on or before the 3rd of January.

On the day of examination papers will be delivered to each candidate, containing questions to be answered in writing, selected from the works specified by the Examiners; and a paper of questions on bookkeeping.

Candidates applying to be examined under the 4th section of the Attorneys Act, 1860, may, on application, obtain copies of the further questions relating to ten years' service antecedent to the articles of clerkship; and such questions, duly answered, must be left with the articles, &c., on or before the 3rd January.

Final Examination.

The Examiners appointed for the Examination of persons applying to be admitted attorneys have appointed Tuesday, the 17th, and Wednesday, the 18th, of January, for the examination. Candidates for examination are to attend on those days at half-past nine in the forenoon of each day, at the Hall of the Incorporated Law Society (Carey-street entrance). The examination will commence at ten o'clock precisely, and close at four o'clock.

Articles, &c., must be left with the secretary on or before Tuesday, the 10th of January. If the articles were executed after the 1st of January, 1861, the certificate of having passed the Intermediate Examination should be left at the same time; and in case articles and testimonials of service have been already deposited they should be re-entered, the fee paid, and the answers completed on or before the 10th of January.

Candidates applying to be examined under the 4th section of the Attorneys Act, 1860, may, on application, obtain copies of the further questions relating to the ten years' service antecedent to the articles of clerkship; and such questions, duly answered, must be left with the articles, &c., on or before the 10th of January.

Where the articles have not expired, but will expire during the term, or in the vacation following such term, the candidate may be examined conditionally; but the articles must be left on or before the 10th of January, and answers up to that time. If part of the term has been

served with a barrister, special pleader, or London agent, answers to the questions must be obtained from them as to the time served with each respectively. No candidate will be examined who shall not have complied with these conditions, or whose testimonials as to service or conduct shall not be satisfactory to the Examiners.

On the first day of examination papers will be delivered to each candidate, containing questions to be answered in writing, classed under the several heads of—1. Preliminary; 2. Common and Statute Law, and Practice of the Courts; 3. Coveyancing.

On the second day further papers will be delivered to each candidate, containg questions to be answered in—4. Preliminary; 5. Equity, and Practice of the Courts; 6. Bankruptcy, and Practice of the Courts; 7. Criminal Law, and Proceedings before Justices of the Peace.

Each candidate is required to answer all the Preliminary Questions (Nos. 1 and 4); and also to answer in three of the other heads of inquiry, viz.:—Common Law, Conveyancing, and Equity. The Examiners will continue the practice of proposing questions in Bankruptcy and in Criminal Law and Proceedings before Justices of the Peace, in order that candidates who have given their attention to these subjects may have the advantage of answering such questions, and having the correctness of their answers in these departments taken into consideration in summing up the merits of their general examination.

COURT PAPERS.

CHANCERY NOTICE.

The Clerks of Records and Writs beg to call the attention of the Profession to order ix., rule 3, of the Consolidated Orders—to orders i. and xvi. of the General Orders of 6th March 1860—and to the General Order of 29th April 1869, sect. 4, whereby it is ordered that—"All bills, answers, pleas, demurrers, special cases, duplicates of summonses originating proceedings in chambers, records for trial, interrogatories, examinations, traversing notes, replications, supplemental statements, exceptions, certificates, and schemes, to be filed in the office of the clerks of records and writs shall be printed or written (as the case may be) on cream wove machine drawing foolscap folio paper, bookwise, 19lb. per mill ream, in pica type, leaded."

The Clerks of Records and Writs, finding that it has been, and is, the frequent practice to use for the above documents paper of much less weight and of inferior quality to that required by the above orders, do hereby give notice, that on and after the 1st January, 1871, no document of the description mentioned in the above recited orders will be received by them for filing, if the paper on which the same shall be printed or written is deficient in the weight, or in any of the particulars specified in the said orders respectively.

See *Harvey* v. *Bradly* (10 W. R. 705).

During the Christmas vacation all applications to the Court of Chancery which are of an urgent nature are to be made to or at the chambers of the Vice-Chancellor Bacon.

All applications *ex parte*, are to be sent to the Vice-Chancellor Bacon, by book post or parcel, prepaid, accompanied with the brief of counsel, endorsed with the terms of the order applied for, and an envelope capable of receiving the papers to be returned, with sufficient stamps affixed thereon, and addressed as follows:—"To the Registrar in Vacation, Chancery Registrar's Office, Chancery-lane, London, W.C."

On applications for injunctions or writs of *ne exeat regno*, there must be sent, in addition to the above, a copy of the bill, a certificate of bill filed, and office copies of the affidavits in support of the application.

The papers sent to the Vice-Chancellor, with any order his Honour may make thereon, will be returned direct to the registrar.

All applications for leave to give notice of motion only may be made to the chief clerk at chambers.

The Vice-Chancellor's address can be obtained upon application at his Honour's chambers, 11, New-square, Lincoln's-inn.

All applications which are necessary to be made at the judge's chambers are to be made at the chambers of the Vice-Chancellor Bacon.

The chambers of the Vice-Chancellor Bacon will be open on Tuesday, Wednesday, Thursday, and Friday in each week, from eleven to one o'clock.

Summonses are to be made returnable on Tuesday, the 27th Dec., Friday, 30th Dec. 1870, and Tuesday, 3rd Jan., 1871.

The *North Wales Chronicle* animadverts on the appointment of an Englishman (Serjeant Tindal Atkinson) to a Welsh county court judgeship on the ground that a knowledge of the Welsh language is necessary in many cases, in order to understand native witnesses, &c.

Mr. W. D. Moore, solicitor, of Exeter, acting as the legal adviser of the Town Council of that city, conducted an opposition in Parliament to the passing of the Exmouth Docks Bill of 1870. His bill for the work, amounting to nearly £200, has been referred by the Town Council to Mr. Winslow Jones, solicitor, of Exeter, for taxation.

The *Eastern Counties Daily Press* announces the presentation by the magistracy of Norwich of a testimonial to Mr. G. B. Kennett, solicitor, of that city, the clerk to the magistrates, on the occasion of his marriage. A large number of the magistrates attended the proceedings. The testimonial, which was supplied by Mr. Ralfs, of London-street, consisted of a massive silver inkstand of handsome design. The inscription is as follows:—"Presented by the Mayor and Magistrates of the City of Norwich, to their clerk, George Butler Kennett, Esq., on his marriage, in appreciation of the assiduous and courteous manner in which he has discharged the duties of his office, and as a token of their personal esteem for him.—December, 1870."

THE BIRMINGHAM LAW SOCIETY.—This society, which was originally established in the year 1818, has applied for and obtained a certificate of incorporation under the provisions of the Companies Act, 1867.

THE NEW COUNTY COURT JUDGE.—Mr. Serjeant Tindal Atkinson, who has been selected by the Lord Chancellor to fill the County Court Judgeship vacated by Mr. Johnes, began life as a tradesman in Liverpool, where he filled the office of honorary secretary of the Literary, Scientific, and Commercial Institution, which met in St. Anne's-street, in the building now called "Oddfellows' Hall," in which institution he took a warm interest. He was afterwards secretary to the Tradesman's Reform Association, which used to assemble in Clayton-square, of which Mr. (now Sir Joshua) Walmsley (who was Mayor of Liverpool in 1840) was president. Having acquired great local celebrity as a public speaker, under Sir Joshua Walmsley's auspices he studied for the Bar. He went the Northern Circuit for many years, having also a large practice in the Liverpool Court of Passage. He afterwards removed to London. On the re-arrangement of the circuits, he elected to practice on the Midland. His son, Mr. H. T. Atkinson, jun., is a member of the Home Circuit.

FEES OF THE COURTS OF CHANCERY AND BANKRUPTCY.—The first account prepared in pursuance of the Courts of Justice (Salaries and Funds) Act of 1869 shows for the half-year ending the 31st March, 1870, fees received, by means of stamps or otherwise, in the Court of Chancery amounting to £56,506; the payments in the same period for salaries, compensations, and expenses amounted to £137,891, leaving a deficiency of £81,385. In the Court of Bankruptcy the fees received amounted to £59,399 and the payment in lieu of dividend on stock transferred to the National Debt Commissioners and cancelled was £10,051, making together £69,450; the payments for salaries, compensations, and expenses being £78,256, there was a deficiency of £8,806. The Chancery return states as to that court that the stock transferred and that purchased with the cash transferred was not cancelled until February, 1870, and no dividend would have fallen due subsequently within the period of this account; consequently there is no item corresponding to the second in the Bankruptcy Court account—*Times*.

THE NEW RECORDER OF COLCHESTER.—Mr. F. A. Philbrick, barrister-at-law, who has been appointed to succeed Mr. Bushby as Recorder of Colchester, is a native of that borough, being a son of Mr. Frederick Blomfield Philbrick, solicitor, of Colchester. The new recorder was born in 1835, and was educated at the Royal Grammar School, Colchester, and afterwards at University College, London, and the University of London. In 1854 he was articled to his father at Colchester; and on the expiration of his articles at Michaelmas Term, 1857, the Council of the Incorporated Law Society awarded Mr. Philbrick the first prize of the society, and also the prize of the Hon. Society of Clifford's-inn. He afterwards became a bar student, and gained the studentship awarded by the Council of Legal Education at the public examination of bar students in November, 1858. He was called to the bar at the Middle Temple in June, 1860, and selected the Home Circuit for the practice of his profession, going the Essex and Colchester sessions, where he soon obtained a considerable amount of business. For the last four or five years, however, he ceased to attend the county and borough sessions, devoting himself more exclusively to business in the courts at Westminster. Mr. Horace Philbrick, solicitor, of Colchester, is a brother of the new recorder.

PUBLIC COMPANIES.

GOVERNMENT FUNDS.

LAST QUOTATION, Dec. 23, 1870.
From the Official List of the actual business transacted.)

3 per Cent. Consols, 91⅞	Annuities, April, '85
Ditto for Account, Jan. 3, 91⅞	Do. (Red Sea T.) Aug. 1908
3 per Cent. Reduced 91⅞	Ex Bills, £1000, — per Ct. 10 p m
New 3 per Cent., 91⅞	Ditto, £500, Do — 10 p m
Do. 3½ per Cent., Jan. '94	Ditto, £100 & £200, — 10 p m
Do. 2½ per Cent., Jan. '94	Bank of England Stock, 4½ per Ct. (last half-year) 233
Do. 5 per Cent., Jan. '73	Ditto for Account,
Annuities, Jan. '80 —	

INDIAN GOVERNMENT SECURITIES.

India Stk., 10½ p Ct. Apr. '74, 209	Ind. Enf. Pr., 5 p C., Jan. '72 100
Ditto for Account	Ditto, 5½ per Cent., May, '79 106
Ditto 5 per Cent. July, '80 110½	Ditto Debentures, per Cent., April, '64 —
Ditto for Account, —	Do. Do, 5 per Cent., Aug. '73 103
Ditto 4 per Cent., Oct. '88 100¾	Do. Bonds, 4 per Ct., £1000 20 p m
Ditto, ditto, Certificates, —	Ditto, ditto, under £1000, 20 p m
Ditto Enfaced Ppr., 4 per Cent. 90	

RAILWAY STOCK.

Shrs.	Railways.	Paid.	Closing prices.
Stock	Bristol and Exeter	100	87
Stock	Caledonian	100	86¼
Stock	Glasgow and South-Western	100	114
Stock	Great Eastern Ordinary Stock	100	39¼
Stock	Do., East Anglian Stock, No. 2	100	7
Stock	Great Northern	100	124
Stock	Do., A Stock*	100	133½
Stock	Great Southern and Western of Ireland	100	100
Stock	Great Western—Original	100	70
Stock	Lancashire and Yorkshire	100	132½
Stock	London, Brighton, and South Coast	100	41
Stock	London, Chatham, and Dover	100	12½
Stock	London and North-Western	100	128
Stock	London and South-Western	100	90½
Stock	Manchester, Sheffield, and Lincoln	100	45½
Stock	Metropolitan	100	63
Stock	Midland	100	128½
Stock	Do., Birmingham and Derby	100	96
Stock	North British	100	34¼
Stock	North London	100	116
Stock	North Staffordshire	100	61½
Stock	South Devon	100	49
Stock	South-Eastern	100	74¼
Stock	Taff Vale	100	165

MONEY MARKET AND CITY INTELLIGENCE.

The prevailing feature of all the markets has now for some time been the cautious abstention from movement until Continental affairs shall appear more settled. The past week merely exhibits an augmentation of this wariness, to such an extent that the markets may be said to have been absolutely without movement, prices remaining firm, but scarcely any business transacted.

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

BROWNE—On Dec. 18, at 9, Porchester-square, the wife of T. L. Murray Browne, Esq., barrister-at-law, of a daughter.

BUCHANAN—On Dec. 19, at No. 45, Argyle-road, Campden-hill, Kensington, the wife of William Fry Buchanan, barrister-at-law, of a son.

COLLIS—On Dec. 18, at Kinver House, near Stourbridge, the wife of Charles William Collis, Esq., solicitor, of a son.

SCUDAMORE—On Dec. 21, at Berkeley Villa, Falcon-road, Battersea, the wife of William R. Scudamore, solicitor, of a daughter.

MARRIAGES.

ADDISON—BROWN—On Dec. 20, at St. John's, Hampstead, by the Rev. E. H. Abney, Vicar of St. Alkmund's, Derby, and Rural Dean, Joseph Addison, of 7, Walbrook, and 10A, Fellows-road, Haversteck-hill (son of W. Addison, Esq., of Guildford, formerly of Whitby), to Marianne, daughter of Joseph Brown, Esq., Q.C. No cards.

FRANCIS—ASHBY—On Nov. 10, at St. Paul's Cathedral, Calcutta, Thomas Marston Francis, solicitor, to Maria Eyre, eldest daughter of the late Dr. Ashby, of Enfield, Middlesex.

ROUSE—HARDSTAFF—On Dec. 13, at Hatch Beauchamp, Somerset, James Alexander Rouse, Esq., of North Curry, solicitor, to Catherine Anne, second daughter of Henry Hardstaff, Esq., of Hache Court.

YEARSLEY—FLETCHER—On Dec. 17, at St. George's, Hanover-square, James F. Yearsley, B.A., barrister-at-law, of the Inner Temple, to Edith Isabel Barbara, only daughter of the late William Henry Fletcher, Esq., of Gloucester.

DEATHS.

BEAUMONT—On Dec. 15, at Grantham, Elizabeth, wife of Henry Beaumont, solicitor, aged 37.

RAIMONDI—On Dec. 21, at 23, Surrey-street, Strand, Mary Anne, the wife of Willoughby Raimondi, solicitor, aged 63.

LONDON GAZETTES.

Professional Partnerships Dissolved.

TUESDAY, Dec. 20, 1870.

Harper, Thos Etheridge, Ernest Broad, & Wm Edwd Manby, Roodlane, Attorneys and Solicitors. Dec 15.

Winding-up of Joint Stock Companies.

FRIDAY, Dec. 16, 1870.

UNLIMITED IN CHANCERY.

Royal Naval, Military, and East India Company Life Assurance Society.—Petition for winding up, presented Dec 15, directed to be heard before Vice Chancellor Malins, on Jan 13. Stephens & Matthews, Essex-st, Strand, solicitor for the petitioner.

Friendly Societies Dissolved.

FRIDAY, Dec. 16, 1870.

Bedwelty Independent Friendly Society, Hollybush Inn, Bedwelty, Monmouth. Dec 16.

Creditors under Estates in Chancery.

Last Day of Proof.

FRIDAY, Dec. 16, 1870.

Barber, Harby, King-st. St James's. Jan 14. Naoroji v Barber, V.C. Stuart. Harwood, Cannon-st.

Clarke, John, Brighton, Sussex, Major-General. Jan 20. Clarke v Dalrymple, V.C. Malins. Clarke, Brighton.

Owen, Harriott, Douglas, Isle of Man. Jan 13. Nicholls v Kellett, V.C. Bacon. Tyrer & Co, Lpool.

Saxon, John, Oldham, Lancaster, Licensed Victualler. Jan 10. Smith v Saxon, V.C. Malins. Blackburne, Oldham.

Shearwood, Ann Bell, Sharrow Mount, Sheffield. Jan 10. Roberts v Shearwood, V.C. Malins. Paley, York.

TUESDAY, Dec. 20, 1870.

Butler, John Hampden, Ashford, Middx, Stockbroker. Dec 31. Butler v Webb, V.C. Stuart. Webb, Argyll-st, Regent-st.

Gutteridge, John, Melbourne, Derby, Gent. Jan 4. Madeley v Earp, V.C. Bacon. Drewry, Burton-upon-Trent.

Jacob, Moses Jacob, Falmouth, Cornwall, Outfitter. Jan 20. Harris v Jacob, M.R. Lawrance & Co, Old Jewry.

Jardine, David, Caversham, Oxford, Gent. Jan 23. Hewitt v Jardine, V.C. Bacon. Brown, Maidenhead.

Theakstone, Wm Fawdington, Old Broad-st, Stockbroker. Jan 21. Theakstone v Theakstone, V.C. Stuart. Murray, Gt St Helen's.

Trebilcock, Harry, Chywood, Cornwall, Yeoman. Jan 12. Trebilcock v Thomas, V.C. Malins. Jenkins, Penryn.

Creditors under 22 & 23 Vict. cap. 35.

Last Day of Claim.

FRIDAY, Dec. 16, 1870.

Bell, John, Warrington, Lancaster, Tanner. Feb 7. Grundy & Coulson, Manch.

Brackenbridge, Gavan, Lpool, Gent. Jan 13. Whitley & Maddock, Lpool.

Brotherton, Wm, Nottingham, Hosier. March 21. Butlin & Parr, Nottingham.

Combe, Matthew, Nelson City, New Zealand, Esq. March 14. Bennett & Co, New-sq, Lincoln's-inn.

Cooper, Richard, Chipping Sodbury, Gloucester, Serjeant-Major. Feb 1. Trenfield, Chipping Sodbury.

Cressall, Paul, Brixton-hill, Esq. Feb 16. De Jersey, Gresham-st West.

Cunningham, Thos Campbell, Ashton-under-Lyne, Lancaster, Printer. Feb 16. Lord, Ashton-under-Lyne.

Davis, Wm, Brighton, Sussex, Gent, Feb 1. Humphreys, Leadenhall-st.

Dease, Charlotte, Teignmouth, Devon. Jan 30. Whidborne & Tozer, Teignmouth.

Fawcett, Jas, Wakefield, York, Corn Miller. Jan 1. Harrison & Smith, Wakefield.

Gould, Rev Wm, Barnstaple, Devon. Jan 31. Guscotte, Chancery-lane.

Harper, Hy Richard, Chilvers Coton, Warwick. Esq. Jan 28. Watson & Baxter, Lutterworth.

Hele, Sarah, Redland, Gloucester. Jan 30. Whidborne & Tozer, Teignmouth.

Hicks, Marian, York-st, Widow. Jan 14. Parkin & Pagden, New-sq, Lincoln's-inn.

Hobson, Hannah Blades, Sheffield, Berks, Spinster. Feb 20. Symes & Co, Fenchurch-st.

Hopkin, John, Nottingham, Hosier. March 21. Butlin & Parr, Nottingham.

Huntley, Spencer Robert, Lieut. of H.M. Gunboat, Cherub. Jan 26. Clayton, Lincoln's-inn-fields.

Jefferson, Rev Lancelot, Brough, Westmoreland. Feb 1. Thompson, Workington.

Jones, Jas, Great Ness, Salop, Gent. Feb 1. Jones & Co, Lpool.

Lee, Thos, Stretford, Lancaster, Gent. Feb 3. Clay & Son, Manch.

Legh, Wm Fitzjames, Belgrave-sq. Commander, R.N. Jan 31. Townsend & Co, Princes-st, Westminster.

Newman, Wm, Darley Hall, nr Barnsley, York, Esq. Feb 1, Lambert & Burgin, John-st, Bedford-row.

Ogle, Herbert Moss, Admaston, nr Wellington, Gent. Feb 1. Jones & Co, Lpool.

Pike, Geo, Alnwick, Northumberland, Innkeeper. Feb 1. Busby, Alnwick.

Potter, Jephson, Lpool, Physician. March 1. Messrs. Quinn, Lpool.

Phillips, Thos Fitzpatrick, Rathmines, Commercial Traveller. Jan 7. Fay & McGough, Dublin.

Ridyard, John, Walkden, Lancaster, Collier. Dec 31. Ramwell & Pennington, Bolton.

Row, Geo, Mayfield-rd, Dalston, Licensed Victualler. Jan 16. Mason, King-st, Cheapside.

Rowley, Thos Brookes, Eden-villas, Lower Norwood. Gent. Feb 16. De Jersey & Micklem, Gresham-st West.

Sewell, Geo, Clapham-rd, Esq. Jan 20. Hunter, New-sq, Lincoln's-inn.

Short, Geo, Chipping Sodbury, Gloucester, Cordwainer. Feb 1. Trenfield, Chipping Sodbury.
Smith, Hy, Walsall, Stafford, Licensed Victualler. Jan 31. Glover, Walsall.
Whitaker, Harriet, Wakefield, York, Widow. Feb 1. Harrison & Smith, Wakefield
Whitaker, Jas, Wakefield, York, Gent. Feb 1. Harrison & Smith, Wakefield.

TUESDAY, Dec. 20, 1870.

Baker, Benj, Tonbridge, Kent, Brewer. Feb 1. Gorham & Warner.
Bracher, Henry, Semley, Wilts, Gent. Jan 31. Bell & France, Gillingham.
Bridgwood, John, Barlaston, Stafford, Farmer. Feb 10. Spilsbury, Stafford.
Crosse, Thos Godsalve, Rainham, Essex, Esq. March 17. Bennett & Co, New-sq, Lincoln's-inn.
Daglish, Geo, Wigan, Lancaster, Surgeon. March 1. Scott & Son, Wigan.
Grainger, Richard John, Stanhope-st, St Pancras. Jan 20. Graham, Mitre-ct-chambers.
Harlow, Wm, Coburg-st, Rotherhithe, Gent. Feb 1. Hawkes & Co, High-st, Southwark.
Heron, Roger, Tynemouth, Northumberland, Publican. Feb 1. Brown, Newcastle-on-Tyne.
Hilton, Matthew, Mackerfield, Lancaster, Labourer. March 1. Scott & Son, Wigan.
Kenion, Hubert, Lpool, Shipping Agent. Feb 1. Rawson & Co, Bradford.
Moody, Ann, Walsall, Stafford, Widow. Dec 24. Burton, Birm.
Morley, Samuel, Windley, Derby, Farmer. Jan 28. Walker, Belper.
Older, Wm, Sevenoaks Weald, Kent. Feb 1. Gorham & Warner, Tonbridge.
Orman, John, Southampton, Pork Butcher. Feb 1. Hickman, Southampton.
Phillips, Thos, Camberwell-grove, Iron Merchant. Feb 1. Sole & Co, Aldermanbury.
Poole, Wm, Weston-super-Mare, Somerset, Esq. Jan 30. Bate & Son, Bridgwater.
Punnett, Geo, Tonbridge, Kent, Builder. Feb 1. Gorham & Warner, Tonbridge.
Quilter, Jemima, Hadley, Middx, Spinster. Jan 27. Booty & Butt, Raymond-bldgs, Gray's-inn.
Smith, Jas Bogle, Lavender-hill, Battersea, Esq. Feb 1. Wilde & Co, College-hill.
Stuart, Chas, Norfolk-st, Hyde-park, Esq. Jan 27. Booty & Butt, Raymond-bldgs, Gray's-inn.
Wilcox, Jas Richard, Forest Gate, Essex. Jan 28. Wilson & Son, Basinghall-st.
Winteringham, Thos, Croft, nr Darlington, Farmer. Dec 19. Land, Croft.

Bankrupts.

FRIDAY, Dec. 16, 1870.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Allibon, Geo, & Philip Noyes, New London-st, Ship Builders. Pet Dec. 14. Hazlitt. Jan 11 at 11.
Baller, Richd, & Hy Thomas, Upper Thames-st, Printers. Pet Dec 13. Hazlitt. Jan 13 at 11.30.
Galland, Thos Spicer, Liverpool-st, King's Cross, Gent. Pet Dec 13. Murray. Jan 10 at 1.
Orkney, Right Hon the Earl of, Ennismore-pl, Hyde Park. Pet Aug 18. Spring-Rice. Jan 12 at 12.

To Surrender in the Country.

Andrews, Geo, Greenwich, Block Maker. Pet Dec 15. Bishop. Greenwich, Jan 12 at 12.
Bell, Wm, Gateshead, Paint Manufacturer. Pet Dec 14. Mortimer. Newcastle, Dec 27 at 12.
Bellers, R. G., Aldershot, Lieut H.M. 22nd Reg. Pet Dec 10. White, Guildford, Dec 28 at 2.30.
Chadwick, Thos, Disley, Cheshire, Cotton Spinner. Pet Dec 12. Hyde. Stockport, Jan 13 at 12.
Cross, Margaret, Manch, Licensed Victualler. Pet Nov 15. Kay. Manch, Dec 29 at 10.
Fliery, Richd, jun, Henfield, Sussex, Miller. Pet Dec 6. Eversbed. Brighton, Dec 20 at 11.30.
Gambell, Thos, Wood Green, Officer. Pet Dec 13. Pulley. Edmonton, Jan 12 at 12.
Hardie, Evan Bruce, Bolton, Lancashire, Grocer. Pet Dec 13. Holden. Bolton, Dec 28 at 10.
Holgate, Joseph Rhodes, East Ardsley, York, Blacksmith. Pet Dec 10. Mason. Wakefield, Dec 31 at 11.
Hunt, Thos, Stathridge, Dorset, Farmer. Pet Dec 13. Wilson. Salisbury, Dec 28 at 12.
Lancefield, Hy Jas, Sheerness, Kent. Pet Dec 14. Acworth. Rochester, Dec 30 at 12.
Niner, Isabella, Chagford, Devon, Hotel Keeper. Pet Dec 14. Pearce. East Stonehouse, Dec 28 at 11.
Ruggles, John, Brentford, Essex, Builder. Pet Dec 9. Gepp. Chelmsford, Dec 27 at 10.
Sampher, John Ward, Stafford. Pet Dec 12. Spilsbury. Stafford, Dec 30 at 10.
Spooner, Alfd Ernest, Newlyn East, Cornwall, Clerk in Holy Orders. Pet Nov 12. Chilcott. Truro, Dec 28 at 11.
Standen, John, Lamberhurst, Sussex, Butcher. Pet Dec 12. Walker. Tunbridge Wells, Dec 29 at 3.
Stanley, John, Gt Yarmouth, Norfolk, Stone Mason. Pet Dec 14. Chamberlin. Gt Yarmouth, Dec 31 at 11.
Wright, Luke, sen, Ilkeston, Derby, Grocer. Pet Dec 13. Weller. Derby, Jan 3 at 1.

TUESDAY, Dec. 20, 1870.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Edwards, Morton Andrew, Hollywood-rd, West Bromptom, Sculptor. Pet Dec 12. Spring-Rice. Jan 12 at 1.

To Surrender in the Country.

Aman, Godfrey Joachim, Lpool, Cotton Broker. Pet Dec 15. Watson. Lpool, Jan 4 at 2.
Banton, Edwd, Walsall, Stafford, Saddler's Ironmonger. Pet Dec 15. Clarke. Walsall, Jan 6 at 12.
Batten, Hy, Manch, Tailor. Pet Dec 14. Kay. Manch. Jan 12 at 12.
Bett, John, Tamworth, Stafford, Maltster. Pet Dec 14. Chauntler. Birm, Jan 9 at 12.
Byers, Decimus Wms, Market Harborough, Leicester, Chemist. Pet Dec 17. Ingram. Leicester. Jan 10 at 12.
Duncalfe, Geo Cheveley, Albrighton, Salop, Coal Merchant. Pet Dec 14. Potts. Madeley, Jan 11 at 2.
Edwards, Jas Moore, Thornton Heath, Surrey, Builder. Pet Dec 15. Rowland. Croydon, Dec 30 at 3.
Godbolt, Chas. jun, Harleston, Norfolk, Builder. Pet Dec 15. Chamberlin. Gt Yarmouth, Jan 3 at 11.
Harrison, Richd, Kingston-upon-Hull, Jeweller. Pet Dec 16. Phillips. Kingston-upon-Hull, Jan 2 at 12.
May, Geo, Wolverhampton, Stafford. Pet Dec 8. Brown. Wolverhampton, Dec 28 at 12.
Moss, Saml, Chorlton-on-Medlock, Manch, Builder. Pet Dec 14. Kay. Manch, Jan 16 at 12.
Pinnick, Thos, Southampton, Butcher. Pet Dec 16. Thorndike. Southampton, Jan 6 at 12.
Stoney, Thos, Halifax, York, Butcher. Pet Dec 15. Rankin. Halifax, Dec 30 at 10.
Story, Thos Fras, Leeds, out of business. Pet Dec 14. Marshall. Leeds, Dec 30 at 11.
Walker, Thos. Doncaster, York, Builder. Pet Dec 16. Wake. Sheffield, Dec 30 at 12.
Walls, Geo Chas, Winchester, Boot Maker. Pet Dec 16. Thorndike. Southampton, Jan 7 at 12.
Williams, Hy, Tipton, Stafford, Firebrick Manufacturer. Pet Dec 17. Walker. Dudley, Jan 5 at 12.

ADJOURNMENT OF MEETING.

Quadling, Edwin Parke, North-rd, Forest-hill, Secretary. First meeting of creditors adjourned till Dec 30 at 12.

BANKRUPTCIES ANNULLED.

FRIDAY, Dec. 16, 1870.

Lloyd, Thos Howell, Llanfynydd, Carmarthen, Draper. Dec 12.
Seelly, Richd, Ashford, Kent, out of business. Dec 1.

TUESDAY, Dec. 20, 1870.

Schier, John Hy, Hampstead-rd, Bootmaker. Dec 16.

Liquidation by Arrangement.

FIRST MEETINGS OF CREDITORS.

FRIDAY, Dec. 16, 1870.

Alexander, Alex, Lpool, Comm Agent. Dec 30 at 3, at office of T. Etty, Lord-st, Lpool.
Allen, Septimus, Hitchin, Hertford, Ironmonger. Dec 28 at 11, at 2, John-st, Bedford-row. Wade, Hitchin.
Armstrong, Wm, Leeds, Stay Manufacturer. Dec 28 at 11, at offices of Fawcett & Malcolm, Park-row, Leeds.
Barker, Andrew Hume, York, Ticket Writer. Dec 27 at 11, at office of G. Crumbie, Stonegate.
Bartlett, John, Bishopsgate-st Within, Provision Merchant. Dec 29 at 2, at offices of Cook & Smith, Cheapside. Ashley & Tee.
Batt, Chas, Southsea, Southampton, Ironmonger. Jan 2 at 3, at office of R. Marvin, jun. Marmion-pl, Grove-rd, Southsea.
Bilham, Robt Thos, Ringland, Norfolk, Gent. Dec 28 at 12, at offices of Emerson & Sparrow, Rampant Horse-st, Norwich.
Boardman, John, Brighton, Sussex, Hosier. Dec 31 at 12, at offices of Black, Freeman, & Gell, Ship-st, Brighton.
Bond, Wm Augustin, jun, & Jas Edisbury Baugh, Lpool, Comm Merchants. Jan 4 at 2, at offices of W. Morris, Harrington-st, Lpool.
Bower, Wm Finney, Derby, Builder. Jan 8 at 12, at offices of S. Leech, Full-st, Derby.
Bryan, Jonathan, Norwich, General Dealer. Dec 29 at 12, at office of W. Sadd, jun, Church-st, Theatre-st, Norwich.
Carnaby, John, South Shields, Durham, Auctioneer. Dec 28 at 11, at offices of Keenlyside & Forster, St John's-chambers, Grainger-st West, Newcastle-upon-Tyne.
Churton, Andrew Caird, & Geo Bankart, Bradford, York, Stuff Merchants. Dec 28 at 3, at offices of Wood & Killick, Commercial Bank-bldgs, Piece Hall-yd, Bradford.
Collis, Geo Herbert, Southampton, Boot Manufacturer. Dec 19 at 3, at offices of Burnett, High-st, Southampton. Hickman, Southampton.
Cook, Joseph, Newcastle-under-Lyme, Stafford, Fishmonger. Jan 2 at 11, at offices of Messrs. Tennant, Cheapside, Hanley.
Crawford, Peachey Sowerby, Lupus-st, Pimlico, Pawnbroker. Dec 29 at 2, at the Freemasons' Tavern, Gt Queen-st, Lincoln's-inn-fields. May, Russell-sq.
Crow, Philip Mansfield, Stockton-on-Tees, Gent. Dec 31 at 11, at office of J. H. Draper, Finkle-st, Stockton-on-Tees.
Davies, Thos, Tremeirchion, Flint, Shopkeeper. Dec 31 at 12, at the Dudley Arms Hotel, Rhyl. Davies, Holywell.
Dunn, Thos, Monks Coppenhall, Chester, out of business. Dec 27 at 3, at the Brunswick Hotel, Crewe. Sheppard.
Fanshaw, John, & Alex Yorston, Tipton, Stafford, Ironmongers. Jan 3 at 12, at offices of Messrs. Underhill, Darlington-st, Wolverhampton. Corser & Fowler, Wolverhampton.
Fleming, Jas, Leek, Stafford, General Dealer. Jan 2 at 2, at the County Court Office, Macclesfield. Redfern.
Fulljames, Wm Jas, Fratton, Portsea, Superannuated Shipwright. Dec 28 at 12, at offices of Champ, St George's-sq, Portsea.
Gledhill, Elijah, Armley, Leeds, & Alex Blenkinson, Holbeck, Leeds, Boot Manufacturers. Dec 28 at 11, at Sutherland's Great Northern Hotel, Wellington-st, Leeds. Yewdall.
Hales, Stephen, Milton-next-Sittingbourne, Kent, General Dealer. Dec 30 at 12, at office of Hayward, High-st, Rochester.
Handley, Joseph, Whaley Bridge, Chester, Grocer. Dec 27 at 11, at the Vernon's Arms Hotel, Stockport. Roscoe, Ashton-under-Lyne.
Harding, Thos, Leeds, Grocer. Dec 28 at 3, at office of Walker, East-parade, Leeds.
Henson, Solomon Geo, Lenton, Nottingham, Lacemaker. Jan 3 at 12, at office of Belk, High-st, Nottingham.

Howett, Chas Hollingsworth, Chesham, Buckingham, Coal Merchant. Dec 28 at 2, at the Inns of Court Hotel Holborn. Cheese, Amersham.
Holt, Hy, Ladywood, West Birmingham, Hay Dealer. Jan 2 at 12, at offices of Wenham, Bros, Ann-st, Birm. Rowlands, Birm.
Hopkins, Hy Jas, Seymour-pl, Bryanstone-sq, Grocer. Jan 9 at 3, at offices of Piesse, Old Jewry-chambers.
Howsam, Edwd Robinson, Salford, Lancaster, Watchmaker. Dec 29 at 3, at offices of Sampson, South King-st, Manch.
Hughes, Robt Jas, Lpool, Builder. Dec 29 at 2, at the Law Association, Cook-st, Lpool. Tesbay & Lynch, Lpool.
Hutton, John Garth, Idle, York, Grocer. Jan 4 at 3, at offices of Watson & Dickons, Market-st, Bradford.
Kendall, Hy, Llandudno, Carnarvon, Wine Merchant. Dec 29 at 3, at the Erskine Arms Hotel, Conway. Chamberlain, Llandudno.
Lepper, Hy, Fleet-st, Grocer. Jan 3 at 2, at offices of Walters & Gush, Finsbury-circus.
Mather, Wm, Standish, Lancaster, Druggist. Dec 31 at 10, at office of France, Churchgate, Wigan.
Matthews, Amelia, Leeds, Wine Merchant. Dec 27 at 4.30, at offices of Richardson & Turner, East-parade, Leeds.
Merton, Thos, Hertford, Baker. Dec 30 at 2, at offices of Annesley, Verulam-st, St Alban's.
Parish, Saml. & John Arnott. Frederick-st, Hampstead-rd, Wholesale Oilmen. Jan 5 at 2, at offices of Poole, Bartholomew-close.
Parker, Chas John. Douglas-st, Deptford, Beershop Keeper. Dec 26 at 1, at office of Elworthy, Circus-st, Greenwich.
Parry, Bennett, Birkenhead, Chester, Ship Chandler. Dec 28 at 2, at office of Dixon, Lord-st, Lpool.
Pepper, Thos, Leeds, Carting Agent. Dec 29 at 4, at office of Richardson & Turner, East-parade, Leeds.
Plumstead, Saml Jas, Norwich, Earthenware Dealer. Dec 30 at 11, at offices of Miller & Miller, Bank-chambers, Norwich.
Richards, Christopher Bellew, Phœnix-yd, Oxford-st, Jobmaster. Jan 12 at 2, at the Guildhall Tavern, Gresham-st. Chorley, Moorgate-st.
Ridley, Thos, Thos Harrison Ridley, & Wm Hy Ridley, Lpool, Merchants. Jan 5 at 1, at the Law Association Rooms, Cook-st, Lpool. Hull & Co.
Romain, Wm, Devizes, Wilts, Carpenter. Dec 31 at 1, at offices of Wittey, St John-st, Devizes.
Rowles, Jas, Amersham, Buckingham, Butcher. Dec 29 at 3, at the Griffin Inn, Amersham. Cheese, Amersham.
Scott, Geo, Leicester, Boot Manufacturer. Jan 2 at 11, at office of Harvey, Pocklington-walk, Leicester.
Seaton, Hugh, Farnworth, Lancaster, Ironmonger. Jan 3 at 2, at offices of Evans & Lockett, Commerce-chambers, Lord-st, Lpool.
Spilsbury, John, Hanley, Stafford, Milliner. Jan 3 at 11, at offices of Messrs. Tennant, Cheapside, Hanley.
Stevens, John Meadhurst, Bristol, Tailor. Dec 28 at 1, at offices of Barnard, Clarke, McLean, & Co, Lothbury. H. H. Beckingham, Bristol.
Stierle, Ferdinand Gottlieb, & Johann Berndhard Louis Bocker, Idol-lane, Gt Tower-st, Dining-room Keepers. Dec 28 at 11, at 14, King st, Cheapside. Haigh, jun.
Swan, Jas, Littlehampton, Sussex, Grocer. Jan 4 at 12, at office of Lamb, Ship-st, Brighton.
Taylor, Joshua, Hunslet, York, Grocer. Dec 24 at 11, at offices of Pullan, Bank-chambers, Park-row, Leeds.
Thomas, Robt, Mountain Ash, Glamorgan, Painter. Dec 28 at 11, at office of Rosser, Canon-st, Aberdare.
Whipp, Wm, Rochdale, Lancaster, Grease Manufacturer. Dec 30 at 11, at The Butts, Rochdale. Standring, jun.
Whitehurst, Hy, Derby, Elastic Web Manufacturer. Jan 5 at 11, at office of Heath, St Peter's Church-walk, Nottingham.
Willett, Wm, Warrington, Lancaster, Wheelwright. Dec 29 at 11, at offices of Davies & Co, Horsemarket-st, Warrington. Davies & Brook.
Willmott, Edwd Jas, St Thomas's-rd, Wells-st, Hackney. Jan 5 at 11, at offices of Blake & Snow, College-hill, Cannon-st.
Willoughby, Hy Joseph, Wolverhampton, Stafford, Boot Manufacturer. Dec 28 at 11, at office of Smith, Old Church-yd, Wolverhampton.
Winterhalder, Joseph, Leicester, Watch Manufacturer. Dec 30 at 3, at offices of Stubbs & Fowke, Waterloo-st, Birm.
Wood, Robt, Dorking, Surrey, Timber Merchant. Jan 6 at 12, at the Cannon-st Hotel. Murton, Southampton-st, Bloomsbury.

TUESDAY, Dec. 20, 1870.

Allen, Hy, March, Warehouseman. Jan 6 at 3, at offices of J. Leigh, Brown-st, Manch.
Bagshawe, John, Sheffield, Mason. Dec 28 at 12, at offices of Hooles & Tattershalls, Meeting-house-lane, Sheffield.
Bentley, Geo, Dewsbury, York, Furniture Dealer. Dec 30 at 3, at the Royal Hotel, Dewsbury. Ibberson, Dewsbury.
Blackmore, John, Northcote-rd, Battersea, Contractor. Jan 6 at 12, at offices of J. M. Biddles, Southampton bldgs, Chancery-lane.
Bowker, Richard, Lpool, Boot Maker. Jan 10 at 1, at the George Hotel, Dale-st, Lpool. J. Deane, Blackburn.
Burnett, Wm Robert, Addiscombe, Surrey, Commercial Traveller. Jan 5 at 12, at the Railway Hotel, Addiscombe-rd, Croydon.
Cawdon, Wm Blackburn, Gloucester-rd, Builder. Jan 4 at 12, at 145, Cheapside. Batchelor, Essex-st, Strand.
Charlesworth, John, Sheffield, Builder. Jan 4 at 3, at offices of J. U. Wing, Prideaux-chambers, Change-alley, Sheffield. Rodgers & Thomas, Sheffield.
Cook, Wm, Bolton, Lancaster, Grocer. Dec 30 at 3, at offices of Hall & Rutter, Acresfield, Bolton.
Cooper, Jas, Huddersfield, York, Grocer. Jan 2 at 11, at the County Court, Huddersfield.
Cowley, Louisa, Cowley, Middx, Licensed Victualler. Jan 2 at 3, at offices of G. C. Shebbard, Clifford's-inn, Fleet-st.
Currie, John, Manch, Shawl Warehouseman. Jan 4 at 3, at offices of Reed & Co, Gresham-st.
Davies, Edmund, Ton-y-pandy, Rhondda Valley, Glamorgan, Grocer. Jan 3 at 1, at offices of Barnard & Co, Crockherton, Cardiff. Griffith, Cardiff.
Dennison, Samuel, Little Bolton, Lancaster, Joiner. Jan 3 at 3, at offices of C. W. Dawson, Exchange-st East, Bolton.
Dixon, Chas, Chichester, Sussex, Civil Engineer. Jan 6 at 3, at the Dolphin Hotel, Chichester. Stuckey, Brighton.
Dohoo, Godfrey Cornelius, Walworth-rd, House Agent. Jan 7 at 12, at 150, Walworth-rd. Woodhams.
Falk, Robert, Runcorn, Chester, Salt Merchant. Jan 9 at 3, at offices of T. Etty, Lord-st, Lpool.
George, Geo, Lpool, Gasfitter. Jan 5 at 2, at offices of Gibson & Bolland, South John-st, Lpool. Blackhurst, Lpool.
Gordon, Thos, Sheffield, Joiners' Tool Maker. Jan 4 at 1, at the Assembly-rooms, Norfolk-st, Sheffield. Parkin, Sheffield.
Haines, Wm John, Bristol, Tin plate Worker. Dec 31 at 12, at offices of J. Parsons, Athenæum-chambers, Bristol.
Hambleton, Jas, Peak Forest, Derby, Quarryman. Dec 30 at 1, at offices of B. G. Meggison, Terrace-rd, Buxton.
Harris, Eli, Sparkbrook, Worcester, Tea Dealer. Jan 4 at 2, at offices of G. B. Lowe, Temple-st, Birm.
Heald, Wm, Sheffield, Cabinet Maker. Dec 29 at 12, at offices of Messrs. Webster, Hartshead, Sheffield.
Henry, John, Old-change, Paper Maker. Jan 4 at 2, at offices of Halse & Co, Cheapside.
Hicks, Thos, Sheffield, Joiner. Jan 4 at 1, at offices of Smith & Hinde, Bank-st, Sheffield.
Hill, John Wm, Hackney-rd, Shoe Manufacturer. Jan 5 at 2, at offices of Lovering & Minton, Gresham-st. Rooks & Co, King-st, Cheapside.
Hughes, Joseph, Portobello-rd, Nottingham, Butcher. Dec 29 at 1, at 78, Myddelton-st, Clerkenwell, Parsons.
Jones, Thos, Chester, Plumber. Jan 3 at 2, at offices of H. Taylor, Pepper-st, Chester.
Latham, Chas, Wheelock, nr Sandbach, Chester, Grocer, Jan 6 at 3, at offices of Latham & Bygott, Flat-lane, Sandbach.
Lawson, Eliza, Bedford, Builder. Jan 2 at 3, at offices of J. C. Conquest, Duke-st, Bedford.
Leonard, Jas, Aylesbury, Buckingham, Licensed Victualler. Jan 4 at 12, at offices of J. Jones, Buckingham-rd, Aylesbury.
Lister, Richard, and Wm Harrison, Sheffield, Wood Turners. Jan 2 at 2, at offices of H. T. Dyson, Bank-st, Sheffield.
Matthews, Thos, King's Lynn, Norfolk, Butcher. Dec 31 at 12, at office of Whall, King-st, King's Lynn.
Mitchell, Wm, Huddersfield, York, Machine Maker. Dec 31 at 3, at the Commercial Inn, New-st, Huddersfield.
Montgomery, Thos, Cardiff, Glamorgan, Coal Exporter. Dec 31 at 1, at offices of Bidgood, Arcade-chambers, St Mary-st, Cardiff. Yorath, Cardiff.
Morrey, Edmund Hy, Willow-walk, Crouch-end, Wine Merchant. Jan 6 at 12, at offices of Honey, Humphreys & Co, King-st, Cheapside. Sewbridge & Wrentmore, Wood-st, Cheapside.
Newbegin, Geo, Gateshead, Durham, Tea Dealer. Dec 30 at 1, at office of Watson, Pilgrim-st, Newcastle-upon-Tyne.
Palmer, Jas, Stratford, Essex, Builder. Jan 3 at 11, at office of Robinson, Bedford-row.
Pane, Chas, Scarborough, York, Draper. Dec 29 at 3, at offices of Good & Daniels, Poultry. Podmore, Union-ct, Old Broad-st.
Peover, Walter John, Sandbach, Chester, Grocer. Jan 6 at 2, at office of Latham & Bygott, Hope-st, Sandbach.
Polle, Thos, Northiam, Sussex, out of business. Jan 4 at 2.30, at office of Philbrick, Havelock-rd, Hastings.
Riley, Chas Joseph, & John Richd Riley, Fenay Mills, nr Huddersfield, Woollen Cloth Manufacturers. Dec 31 at 11, at offices of Sykes, Market-walk, Huddersfield.
Rusbatch, John, Kington, Hereford, Upholsterer. Jan 4 at 3, at the Talbot Inn, Bridge-st, Kington. Cheese, Kington.
Russell, John, Lpool, out of business. Jan 3 at 2, at office of Blackhurst, Church-alley, Church-st, Lpool.
Samuel, Joseph, Ipswich, Suffolk, Master Mariner. Jan 10 at 12, at office of Jennings. Falcon-st, Ipswich.
Scott, Eliza Jane, Worthing, Sussex, Spinster. Jan 9 at 2, at office of Holtham, Prince Albert-st, Brighton.
Sharer, Jas, Sunderland, Durham, Draper. Jan 3 at 12, at the Queen's Hotel, Fawcett-st, Sunderland.
Skemp, Wm Hy, Bilston, Stafford, Draper. Dec 30 at 11, at office of Stratton, Queen-st, Wolverhampton.
Sloper, Edmund Hugh Lindsay, Alexandra-rd, Finchley New-rd, Professor of Music. Jan 2 at 12, at 145, Cheapside. Smith, Church-ct, Clement's-lane.
Smith, Edwd, Leicester, Hairdresser. Jan 3 at 11, at office of Harvey, Hocklington-walk, Leicester.
Spencer, Jas, & Geo Haigh, Burnley, Lancaster, Joiners. Dec 30 at 11, at offices of Backhouse & Whittam, Ormerod-st, Burnley.
Sykes, Thos Taylor, Slaithwaite, York, Woollen Manufacturer. Jan 4 at 3, at offices of Learoyd & Learoyd, Buxton-rd, Huddersfield.
Teale, John Richd, Leeds, Upholsterer. Jan 3 at 11, at offices of Fawcett & Malcolm, Park-row, Leeds.
Walker, Saml, Leeds, Tobacconist. Dec 27 at 11, at offices of Pullan, Bank-chambers, Park-row, Leeds.
Wilkie, Joseph Becket, North Shields, Northumberland, Ship Carpenter. Dec 30 at 2, at office of Duncan, King-st, South Shields.